A. B. STEWART, Agent,
BODIE, CAL.

ESTABLISHED **1782.**

Boone & Wright
On Fm bldg Main st.
Bodie, Cal.

Phœnix
Assurance Company
Of London.

Policy No. **2060.246.**

Amount Insured, - $2500.00

Premium, - - $85.00

Expires 21st October 1882

BUTLER & HALDAN,
GENERAL AGENTS,
413 CALIFORNIA ST., SAN FRANCISCO, CAL.

Form No. 2.

A.B. Stewart

Please read your Policy and the Conditions.

Directors in London.

JOHN EDWARD BOVILL, ESQ.
DECIMUS BURTON, ESQ.
THE HONORABLE JAMES BYNG.
JOHN CLUTTON, ESQ.
OCTAVIUS EDWARD COOPE, ESQ., M. P.
JOHN COOPE DAVIS, ESQ.
GEORGE ARTHUR FULLER, ESQ.
CHARLES E. GOODHART, ESQ.
OSGOOD HANBURY, ESQ.
M. ROHDE HAWKINS, ESQ.
SIR JOHN LUBBOCK, BART., M. P., F. R. S.
CHARLES THOMAS LUCAS, ESQ.
JOHN STEWART OXLEY, ESQ.
CHARLES RIVAZ, ESQ.
DUDLEY ROBERT SMITH, ESQ.
WM. JAMES THOMPSON, ESQ.

AUDITORS: WALTER BIRD, ESQ. / JOSEPH FRANCIS LESCHER, ESQ. / LORD WILLIAM BROOK PHIPPS.

SECRETARY, JOHN J. BROOMFIELD.

ASS'T SECRETARY, FRANCIS B. MACDONALD.

Trustees of the Funds of the Company in the United States.

JOSEPH A. DEAN, ESQ.,
Of Messrs. John Jewett & Sons, N. Y.

GEORGE CABOT WARD, ESQ.,
Of Messrs. S. G. & G. C. Ward, N. Y.

JOHN DUER, ESQ.,
Of Messrs. Martin & Smith, N. Y.

Head Office in the United States,

54 William Street, New York.

A. D. IRVING, Manager.

J. S. IRVING. Ass't Manager.

No 2,060,246.

Sum Insured, $2500.-

Phœnix Assurance Company.

HEAD OFFICE
IN THE
UNITED STATES,

54 WILLIAM STREET,
NEW YORK.

19, LOMBARD ST. E.C. — ESTABLISHED 1782 — AND 57, CHARING CROSS. S.W.

LONDON.

This Policy of Assurance Witnesseth, That Boone and Wright

having paid to the PHŒNIX ASSURANCE COMPANY OF LONDON, the sum of Eighty five Dollars,
for Insurance from Loss and Damage by Fire, (subject to the Agreements and Conditions herein contained,) of the Property hereinafter described, to the amount hereinafter mentioned, not exceeding upon any one Article the sum specified on such Article, namely :—

Twenty five hundred Dollars

viz: $100.- On their one story frame building situate on North West corner of Green and main Streets, Bodie, Mono Co. California $400. On their Stock of General Merchandise while contained therein and $2000. On their Stock of General Merchandise, while contained in their fire proof brick building situate in rear of above described frame building.

Other concurrent insurance permitted

Permission is granted the Insured to carry in Stock Twenty Cases of Coal oil. A.B. Spaulding agt

$500. @ 9. $2000. @ 2. One year $85.

Now know all Men by these Presents, That from the 21st day of October 1881, at 12 o'clock noon, to the 21st ~~day~~ their of October 1882, at 12 o'clock noon, the Capital Stock and Funds of the said PHŒNIX ASSURANCE COMPANY OF LONDON, shall be subject and liable to pay, reinstate, or make good to the said assured, heirs, executors, or administrators, such Loss or Damage as shall be occasioned by Fire to the Property above mentioned, and hereby insured, not exceeding in each case respectively, the sum or sums herein before severally specified and stated against each Property. The amount of Loss or Damage to be estimated according to the actual cash value of the Property at the time of the Loss, and to be paid within sixty days after due notice and proof of the same shall have been made by the assured, and received at the office of the Company in New York, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given notice of their intention to rebuild or repair the damaged premises; and it is hereby declared and agreed, that this Company shall not be liable to make good any Loss or Damage by Fire which shall happen or arise by any Foreign Invasion, Insurrection, Riot, or Civil Commotion, or any Military or usurped Power, or by Earthquake, or Hurricane; and the Policy shall remain suspended and be of no effect in respect to any Loss or Damage which shall happen or arise during the period of any of these contingencies.

PROVIDED ALWAYS, and it is hereby agreed and declared, that the Capital Stock and Funds of the said PHŒNIX ASSURANCE COMPANY OF LONDON, shall alone be subject to the obligations herein contained.

1. If an application, survey, plan, or description of the property herein insured is referred to in this Policy, such application, survey, plan or description shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation, or occupancy of the property, or any omission to make known every fact material to the risk, or an over valuation, or any misrepresentation whatever, either in a written application or otherwise; or if the assured shall have or shall hereafter make any other insurance on the property hereby insured, or any part thereof, without the consent of the Company written hereon, or if the above-mentioned premises shall be occupied or used so as to increase the risk, or become vacant or unoccupied, and so remain without notice to, and consent of, this Company in writing, or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without the assent of this Company indorsed hereon; or if it be a manufacturing establishment running in whole or in part over or extra time, or running at night, or if it shall cease to be operated without special agreement indorsed on this Policy; or if the property be sold or transferred, or upon a passing or entry of a decree of foreclosure, or upon a sale under a deed of trust, or if the property insured be assigned under any bankrupt or insolvent law, or any change take place in title or possession (except in case of succession by reason of the death of the assured), whether by legal process or judicial decree, or voluntary transfer or conveyance; or if this Policy shall be assigned before a loss, without the consent of the Company endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep gunpowder, fireworks, nitro-glycerine, phosphorus, saltpetre, nitrate of soda, petroleum, naphtha, gasoline, benzine, benzole, or benzine varnish, or keep or use camphene, spirit-gas, or any burning fluid, or chemical oils, or other articles subject to legal restrictions, without written permission in this Policy, then, and in every such case, this Policy shall be void.

2. This insurance does not apply to or cover jewels, plate, watches, musical or scientific instruments (piano-fortes in dwellings excepted), ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models or curiosities, unless particularly specified in this Policy (and not for an amount exceeding the actual cost of the same unless by special agreement in Policy). This Company shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefor be actually paid; nor for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for any loss in buildings unprovided with good and substantial stone or brick chimneys, the absence of which has been the cause of the fire; nor in consequence of any neglect or deviation from the laws or regulations of Police, where such exist; nor for any loss caused by the explosion of gunpowder or any explosive substance; nor by lightning or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion or lightning.

3. If a building shall fall, except as the result of a fire, all insurance by this Company on it or its contents, shall immediately cease and determine.

4. If the interest of the assured in the property be any other than the entire, unconditional and sole ownership of the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to the Company, and so expressed in the written part of this Policy, otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage must be separately and specifically insured.

5. If, during this insurance, the above-mentioned premises shall be used for any trade, business or vocation, or for storing, using, or vending therein any of the articles, goods, or merchandise denominated hazardous, or extra hazardous, or specially hazardous; or if the occupation of such premises be changed from one of the class denominated extra hazardous or specially hazardous to that of another of the same class, except as herein specially agreed to in writing upon this Policy, then and from thenceforth, so long as the same shall be so appropriated, applied or used, this Policy shall cease, and be of no force or effect.

6. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured.

The use of general terms, or any thing less than a distinct, specific agreement, clearly expressed and endorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

7. In case of any other insurance upon the property hereby insured, whether made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon, without reference to the dates of the different Policies, or their invalidity, from want of notice of this or other insurance, or from the violation of any of their conditions, or the insolvency of any or all the other Insurance Companies. And it is hereby declared and agreed that in case of the assured holding any other Policy in this or any other Company on the property insured, subject to the conditions of average, this Policy shall be subject to average in like manner.

Reinsurance, in case of loss, to be settled in proportion as the sum reinsured shall bear to the whole sum covered by the reinsured Company.

[When property insured under this Policy is damaged by removal from a building exposed to loss by fire, such damage shall be borne by the insured and insurers in such proportion as the whole sum insured bears to the whole value of the property insured, of which proof, in due form required by this Policy, shall be made by the claimant so insured.]

8. This insurance may be cancelled at any time at the request of the insured, in which case the Company shall retain only the customary short rates for the time the Policy has been in force; it may also be cancelled at any time by the Company, on giving notice to that effect and tendering a ratable proportion of the premium for the unexpired term of the Policy. It is a part of this contract that any person, other than the assured, who may have procured this insurance to be taken by this Company, shall be deemed to be the agent of the assured named in this Policy, and not of this Company, under any circumstances whatever, or in any transaction relating to this insurance.

9. Persons sustaining loss or damage by fire shall forthwith give notice of said loss to the Company, and shall within thirty days render a particular account of such loss, signed and sworn to by them, stating whether any and what other insurance has been made on the same property, giving copies of the written portion of all Policies thereon, also the actual cash value of the property and their interest therein, for what purpose and by whom the building insured, or containing the property insured and the several parts thereof, were used at the time of the loss, when and how the fire originated, and shall also produce a certificate under the hand and seal of a Magistrate or a Notary Public (nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured), stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has, without fraud, sustained loss on the property insured to the amount which such Magistrate or Notary Public shall certify. The assured shall, if required, submit to an examination or examinations under oath, by any person appointed by the Company touching all questions by him deemed pertinent to the loss, and subscribe to such examinations when reduced to writing, and a refusal to answer any such questions, or sign such examination, shall cause a forfeiture of all claims under this Policy, and shall also produce their books of account and other vouchers, and exhibit the same for examination at the office of the Company, and permit extracts and copies thereof to be made; the assured shall also produce certified copies of all bills and invoices, the originals of which have been lost, and shall exhibit all that remains of the property which was covered by this Policy, damaged or not damaged, for examination to any person or persons named by the Company, and as a part of the preliminary proofs of loss, the assured shall, if the claim be for building destroyed by fire, procure the duly verified certificate of some reliable and responsible builder as to the actual cash value of it immediately before said fire, which shall be attached to and form a part of such proofs, and, if required so to do, shall furnish the Company with plans and specifications of the buildings destroyed, which shall be duly verified by the oath of the assured.

When personal property is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory to be made and furnished to the Company, of the whole, naming the quantity, quality, and cost of each article. The amount of sound value and of damage shall be determined by mutual agreement between the Company and the assured, or failing to thus agree, the same shall then be ascertained by appraisal of each article by competent persons (not interested in the loss as creditors or otherwise, nor related to the assured or sufferers), to be mutually appointed by the assured and the Company; their report, in writing, to be made under oath before any magistrate or other properly commissioned person, one half of the appraiser's fees to be paid by the assured. The Company reserves the right to take the whole or any part of the articles at their appraised value; and until sixty days after such proofs, declarations and certificates are produced, and examinations and appraisals permitted by the claimant, the loss shall not be payable.

In case of loss on property held in trust, or on commission, or if the interest of the assured be other than the entire and sole ownership, the names of the respective owners shall be set forth, together with their respective interests therein. If this Policy is made payable, in case of loss, to a third party, or held as collateral security, the proofs of loss shall be made by the party originally insured, unless there has been an actual sale of the property insured. All fraud or attempt at fraud, by false swearing or otherwise, shall cause a forfeiture of all claim on this Company under this Policy.

But provided, in case differences shall arise touching any loss or damage after proof thereof has been received in due form, the matter shall, at the written request of either party, be submitted to impartial arbitrators, whose award in writing shall be binding on the parties as to the amount of such loss or damage, but shall not decide the liability of the Company under this Policy; and provided, further, that it shall be optional with the Company to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time, giving notice of their intention so to do within thirty days after receipt of the proofs herein required; and in case this Company elect to rebuild, the assured shall, if required, furnish plans and specifications of the buildings destroyed.

The cash value of property destroyed or damaged by fire shall in no case exceed what would be the cost to the assured, at the time of the fire, of replacing the same; and in case of the depreciation of such property, from use or otherwise, a suitable deduction from the cash cost of replacing shall be made, to ascertain the actual cash value at the time of the fire.

10. This insurance, the risk not being changed, may be continued for such further time as shall be agreed on, provided the premium therefor is paid and indorsed on this Policy, or a receipt given for the same, and it shall be considered as continued under the original representation, and for the original amounts and divisions, unless otherwise specified in writing; but in case there shall have been any change in the risk, either within itself or by neighboring buildings, not made known to the Company by the assured at the time of renewal, this Policy and renewal shall be void.

11. It is furthermore hereby expressly provided and mutually agreed, that no suit or action against this Company, for the recovery of any claim by virtue of this Policy, shall be sustainable in any Court of Law or Chancery, until after an award shall have been obtained fixing the amount of such claim in the manner above provided, nor unless such suit or action shall be commenced within twelve months next after the loss shall occur; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

☞ THE USE OF KEROSENE OIL, when of the standard of 120° Fahr. quality, for lights only, in stores and dwellings, is permitted, provided the same [shall] be drawn and the lamps filled and trimmed by daylight only, and without the use of artificial light.

☞ GAS.—The generating or evaporating within the building or contiguous thereto of any substance for a burning gas, or the use of gasoline for lighting, is prohibited under this Policy, unless permitted in writing hereon.

☞ FENCES AND OTHER YARD FIXTURES, ALSO STORE FURNITURE AND FIXTURES, are not insured under the within Policy, unless separately and specifically mentioned.

☞ PLATE GLASS DOORS AND WINDOWS, when the plates are of the dimensions of three square feet or more, are not insured under this Policy, unless separately and specifically mentioned.

☞ FRESCOED WORK OR GILDING on walls and ceilings is not covered by insurance on the building, but must be separately and specifically insured.

☞ BUILDERS' RISK.—The working of carpenters, roofers, tinsmiths, gasfitters, plumbers or other mechanics, in building, altering or repairing the premises named in this Policy, will vitiate the same, unless permission for such work be endorsed in writing hereon, except in dwelling houses only, where five days are allowed in any one year for incidental repairs, without notice or endorsement.

AND IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED by and between the PHŒNIX ASSURANCE COMPANY OF LONDON and the assured, that this Policy is made and accepted upon and with reference to the foregoing terms and conditions.

In Witness Whereof, the undersigned, being fully authorized hereunto, for, and on behalf of the ~~PHŒNIX~~ ASSURANCE COMPANY OF LONDON, has subscribed his name to these Presents at New York; to be valid, however, only when countersigned by the duly authorized Agent of the said Company at San Francisco, Cala

Countersigned at San Francisco *this* 20th *day of* October 1881

Butler & Haldan AGENTS

A D Irving

Agent and Attorney.

THE FIRE INSURANCE ASSOCIATION (LIMITED), hereby consents that the interest of.....

.....in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to.....

.....18.....

.....Agent.

FOR FULL VALUE RECEIVED,.....hereby transfer, assign and set over unto.....

and.....assigns, all.....title and interest in this Policy, and all advantage to be derived therefrom.

Sealed and delivered in presence of

.....

.....18

.....

.....Agent.

THE FIRE INSURANCE ASSOCIATION (LIMITED), hereby consents that the interest of.....

.....in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to.....

.....18.....

.....Agent.

FOR VALUE RECEIVED.....hereby transfer, assign and set over unto.....

and.....assigns, all.....title and interest in this Policy, and all advantage to be derived therefrom.

Sealed and delivered in presence of

.....

.....18

.....

A. B. Stewart Bodie

FIRE POLICY.

No. 10511-13

THE FIRE INSURANCE ASSOCIATION (LIMITED), LONDON, ENGLAND.

Name, Boone & Wright

Location, Bodie, Cala

Sum Insured, - - $ 1500.-

Premium, - - - $ 65.-

Expires on the 21 day of Oct 18 87

Please read the conditions and the policy carefully, and, if incorrect, return it immediately for alteration.

HUTCHINSON & MANN,

GENERAL AGENTS,

N. E. COR. CALIFORNIA AND SANSOME STS., SAN FRANCISCO.

A. B. STEWART, Agent,
BODIE, CAL.

☞ If this Policy is cancelled, the following receipt is to be filled up and signed by the assured.

.....18.....

IN CONSIDERATION OF.....DOLLARS,

Return Premium, the receipt of which is hereby acknowledged, this Policy is cancelled and surrendered to THE FIRE INSURANCE ASSOCIATION (LIMITED).

.....Assured.

THE FIRE INSURANCE ASSOCIATION,

(LIMITED,)

Head Office, 158 Leadenhall Street, London.

Capital, $5,000,000. Subscribed, $2,500,000.

Chairman, - - - - - COL. KINGSCOTE, C. B., M. P.
Deputy Chairman, - - - SIR THOMAS DAKEN, Alderman.
General Manager, - - - W. P. CLIREHUGH.

DIRECTORS:

HON. EVELYN ASHLEY, M. P.
CHARLES ROBERT BESLEY (Besleys & Wilson).
ABEL CHAPMAN (Barton & Co.)
ALERED CRAMPTON (Copestake, Hughes, Crampton & Co.)
R. N. FOWLER, M. P., Alderman (Dimsdale, Fowler, Barnard & Co.)
HENRY A. ISAACS (M. Isaacs & Son).
JOHN J. KINGSFORD (Kingsford & Lay).
SAM. MENDEL.
JOHN TEMPLETON MORGAN (Middleton Son & Co.)
ROBERT BARCLAY REYNOLDS (Lathbury & Co.)
SAMUEL GURNEY SHEPPARD (Sheppards, Pelley & Alcard).

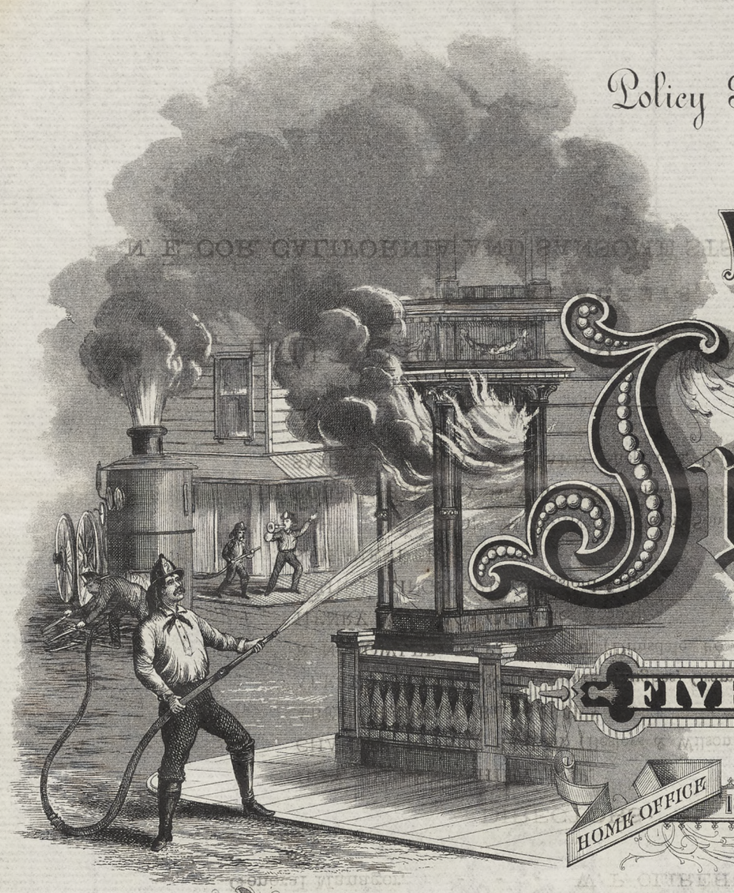
HUTCHINSON & MANN,

GENERAL AGENTS,

N. E. COR. CALIFORNIA AND SANSOME STS., SAN FRANCISCO.

Policy No. H0314/3

Sum Insured $ 1500



THE FIRE Insurance Association LIMITED OF LONDON.

CAPITAL, FIVE MILLION DOLLARS

SUBSCRIBED CAPITAL, TWO AND A HALF MILLION DOLLARS

HOME OFFICE 158 LEADENHALL ST. LONDON. ENGLAND.

HUTCHINSON AND MANN, GENERAL AGENTS. DEPARTMENT OF THE PACIFIC. N.E. CORNER CALIFORNIA AND SANSOME STS.

In Consideration of Sixty Five Dollars.

THE FIRE INSURANCE ASSOCIATION, (LIMITED) OF LONDON.

Does by these presents cause Boone & Wright and their legal representatives to be assured against Loss or Damage by Fire to the amount of Fifteen Hundred Dollars.

$100 On their 1 story frame building occupied as store situate on the north West corner of Green & Main Streets, Bodie, Mono Co. Calª

$400 On their stock of general merchandise contained therein @ 9% a/c

~~$1000 On their stock of general merchandise contained in their fire proof brick building situate in rear of above described frame building~~

Other Insurance Permitted.

Permission is granted the insured to convey twenty Cases of Coal oil

O.B. Hunt Agent

Special reference being had to the application of the insured on file in this office, which is hereby made a part of this Policy, and a warranty by the insured.

Amount, $ 1500 Rate, Var. Time, 1 year Premium, $ 65.-

AND THE SAID ASSOCIATION hereby agrees to make good unto the said assured, their executors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the 21 day of Oct one thousand eight hundred and 87 at twelve o'clock at noon, to the 21 day of Oct one thousand eight hundred and 87 at twelve o'clock at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after the proofs of the same required by the Association shall have been made by the assured and received at this Office, and the loss shall have been ascertained and proved, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Association shall have given notice of their intention to rebuild or repair the damaged premises.

I. VOIDS A POLICY.—If an application, survey, plan or description of the property herein insured is referred to in this Policy, such application, survey, plan or description, shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation or occupancy of the property, or any omission to make known every fact material to the risk, or an over-valuation, or any misrepresentation whatever, either in a written application or otherwise; or if the assured shall have, or shall hereafter make any other insurance on the property hereby insured, or any part thereof, without the consent of the Association written hereon; or if the above-mentioned premises shall be occupied or used so as to increase the risk, or become vacant or unoccupied, and so remain for more than ten days without notice to, and consent of, this Association in writing; or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without the consent of this Association endorsed hereon; or if it be a manufacturing establishment running in whole or in part over or extra time, or running at night, or if it shall cease to be operated, without special agreement endorsed on this Policy; or if the property be sold or transferred, or upon the passing or entry of a decree of foreclosure, or upon a sale under a deed of trust, or if the property insured be assigned under any bankrupt or insolvent law, or any change take place in title or possession, (except in case of succession by reason of the death of the assured,) whether by legal process, or judicial decree, or voluntary transfer, or conveyance; or if this policy shall be assigned before a loss without the consent of the Association endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep, or use or permit to be kept or used on the premises, gunpowder, fireworks, nitro-glycerine, phosphorus, petroleum, naphtha, gasoline, benzine, benzole or benzine varnish, or camphene, spirit gas or burning fluid or chemical oils, without written permission in this Policy; and if so kept or used on the premises by the assured, without consent endorsed hereon then, and in every such case, this Policy shall be void.

II. NOT LIABLE FOR.—This insurance does not apply to nor cover jewels, jewelry, plate, watches, musical or scientific instruments, (pianos in dwellings excepted,) ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models or curiosities, unless particularly specified in this Policy, and not for an amount exceeding the actual cost of same, unless by special agreement in Policy. This Association shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefor be actually paid; nor for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for *Profits* on merchandise or other property, or commissions on merchandise in hands of consignees, nor for any indefinite, indirect, consequential or prospective damages whatever, nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for any loss in or on buildings unprovided with good and substantial stone or brick chimneys, the absence of which has been the cause of the fire: nor in consequence of any neglect or deviation from the laws or regulations of police, where such exist; nor for any loss caused by the explosion of gunpowder, or any explosive substance; nor by lightning, unless specifically mentioned, or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion or lightning.

III. If a building shall fall, except as the result of a fire, all insurance by this Association on it or its contents shall immediately cease and determine.

IV. OF OWNERSHIP.—If the interest of the assured in the property be any other than the entire, unconditional and sole ownership in the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to the Association, and so expressed in the written part of this Policy; otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage are not insured under this Policy, unless specially mentioned.

V. OF HAZARDS.—If, during this insurance, the above-mentioned premises shall be used for any trade, business or vocation, or for storing, using or vending therein any of the articles, goods or merchandise denominated hazardous or extra hazardous, or specially hazardous; or if the occupation of such premises be changed from one of the class denominated extra hazardous or specially hazardous to that of another of the same class, except as herein specially agreed to in writing upon this Policy; then, and from thenceforth, so long as the same shall be so appropriated, applied or used, this policy shall cease and be of no force or effect.

VI. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Association will not be liable for damage caused by such failure; and there can be no abandonment to the Association of the property insured. The use of general terms, or anything less than a distinct, specific agreement, clearly expressed and endorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

VII. OF OTHER INSURANCE.—In case of any other insurance upon the property hereby insured, whether made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of this Association no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed that in case of the assured holding any other Policy in this or any other Association on the property insured subject to the conditions of average, this Policy shall be subject to average in like manner.

Re-insurance, in case of loss, to be settled in proportion as the sum re-insured shall bear to the whole sum covered by the re-insured Association.

When property insured under this Policy is damaged by removal from a building exposed to loss by fire, such damage shall be borne by the insured and the insurers, in such proportion as the whole sum insured bears to the whole value of the property insured, of which proof in due form required by this Policy shall be made by the claimant so insured.

VIII. MAY BE TERMINATED.—The insurance may be terminated at any time at the request of the assured, in which case the Association shall retain only the customary short rates for the time the Policy has been in force. The insurance may also be terminated at any time at the option of the Association, on giving notice to that effect, and refunding a ratable portion of the premium for the unexpired term of the Policy.

IX. OF BROKERS AND AGENTS.—It is a part of this contract that any person, other than the assured, who may have procured this insurance to be taken by this Association, shall be deemed to be the agent of the assured named in this Policy, and not of this Association under any circumstances whatever, or in any transaction relating to the insurance.

X. PROCEEDINGS IN CASE OF LOSS.—1. When a fire has occurred, injuring the property herein described, the assured shall use all practicable means to save and protect the same; and shall give immediate notice of the loss in writing, to this Association. When personal property is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory of the whole thereof, including property claimed to be totally destroyed, to be made and furnished to this Association, naming the quantity, quality and cost of each article. If the loss sustained be upon a building, fixtures or machinery, the assured shall, if required, furnish duly verified plans and specifications of such property destroyed or damaged. The assured shall, whenever and as often as called upon, exhibit to any person or persons named by this Association, all that remains of the said property, damaged or not damaged, for examination.

2. The amount of sound value and of damage to the property, whether the destruction of same be total or partial, may be determined by mutual agreement between the Association and the assured; or, failing to agree, the same shall then, at the written request of either party, be ascertained by an appraisal of each article of personal property, or by an estimate of a building, by competent and impartial appraisers, one to be selected by each party, and the two so chosen shall first select an umpire to act with them in case of their disagreement; and, if the said appraisers fail to agree, they shall refer the differences to such umpire; and the award of any two, in writing, under oath, shall be binding and conclusive as to the amount of such loss or damage, but shall not decide as to the validity of the contract or any other question except the amount of such loss or damage. Each party shall pay their own appraisers and one-half the umpire's fee. It shall be optional with this Association to take the whole or any part of the articles at their appraised value; and also to repair, rebuild or replace the property lost or damaged with other of like kind and quality within a reasonable time, giving notice of their intention so to do within thirty days after completion of the proofs herein required.

3. A particular statement of the loss shall be rendered to the Association, as soon after the fire as possible, signed and sworn to by the assured, stating such knowledge or information as the insured has been able to obtain as to the time, origin and circumstances of the fire; also stating the exact nature of the title and interest of the assured and of all others in the property herein described, all incumbrances thereon and the cash value thereof, the amount of loss or damage, all other insurance, whether valid or not, covering any of said property, and a copy of the written parts of all policies; any changes in the title, use, occupation, location, possession or exposures of said property that may have occurred since the issuing of the policy; how, by whom and for what purpose, the building herein described and the several parts thereof were occupied at the time of the fire; and shall, if required furnish a certificate under the hand and seal of the chief of the fire department or other officer having charge of the investigation of fires (if said property is situate within the jurisdiction of any such officer, and if not, then under the hand and seal of a magistrate nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured) stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has honestly sustained loss on the property herein described to the amount which such officer shall certify.

4. The assured, his, her or their agents or servants, shall whenever required, submit to an examination or examinations under oath by any person appointed by this Association, and subscribe to such examinations when reduced to writing; and shall also, as often as required, produce their books of account and other vouchers, and exhibit the same for examination, either at the office of this Association or such other place as may be named by its agent, and permit extracts and copies thereof to be made; the assured shall also furnish certified copies of all bills and invoices of the property, the originals of which cannot be produced.

5. Any fraud or attempt at fraud, or any misrepresentation in any statement touching the loss, or any false swearing on the part of the assured or his agent, in any examination or in the proofs of loss or otherwise, shall cause a forfeiture of all claim on this Association under this Policy; and in such case this Association shall have the right at any time to require the same to be delivered up to be cancelled.

6. This Association shall not be liable for a greater proportion of any loss sustained by the assured upon any property described in this Policy than the sum hereby insured thereon bears to the whole sum insured thereon, whether such other insurance be by policies specific or otherwise, or whether prior or subsequent to this insurance, or whether such other insurance be valid or not, and without reference to the solvency of other insurance companies. In the event of partially non-concurrent insurance, then to determine the liability of this it shall be assumed that all policies other than specific shall contribute with specific policies in the proportion that the loss on the property included in each item of the specific policies bears to the total loss for which the more general policies are liable. The adjusted claim under this Policy shall be due and payable sixty days after the full completion by the assured of all the requirements herein contained.

7. Re-insurance, in case of loss, shall be settled in proportion as the sum re-insured shall bear to the whole sum specified in the contract or contracts of the re-insured companies.

8. When this Association shall claim that the fire was caused by an act or omission of any person, town or corporation, which created a cause of action, the party to whom the loss is payable under this Policy shall, on receiving payment, assign to the Association such cause of action.

9. It is hereby expressly provided that no suit or action against this Assocsation for the recovery of any claim by virtue of this Policy, shall be sustainable in any Court of Law or Equity, until after full compliance by the assured with all the foregoing requirements; nor unless such suit or action shall be commenced within twelve months next after the fire shall have occurred; and should any suit or action be commenced against this Association after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim.

XI. RENEWAL.—This insurance, the risk not being changed, may be continued for such further time as shall be agreed on, provided the premium therefor is paid and endorsed on this Policy, or a receipt given for the same; and it shall be considered as continued under the original representation, and for the original amounts and divisions, unless otherwise specified in writing. But in case there shall have been any change in the risk, either within itself or by neighboring buildings, not made known to the Association by the assured at the time of renewal, this Policy and renewal shall be void.

XII. LIMITATIONS TO SUITS.—It is furthermore expressly provided and mutually agreed, that no suit or action against this Association, for the recovery of any claim by virtue of this Policy shall be sustainable in any Court of Law or Chancery, until after an award shall have been obtained, fixing the amount of such claim in the manner above provided, nor unless such suit or action shall be commenced within twelve months after the loss shall occur; and should any suit or action be commenced against this Association after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

☞ THE USE OF KEROSENE OIL, when of the standard of 120 degrees Fahr. quality, for lights only in stores and dwellings, is permitted, provided the same shall be drawn, and the lamps filled and trimmed by daylight only, and without the use of artificial light.

☞ GAS.—The generating or evaporating within the building or contiguous thereto of any substance for a burning gas, or the use of gasoline for lighting, is prohibited under this Policy, unless permitted in writing hereon.

☞ FRESCOED WORK, or Gilding on walls or ceilings, is not covered by insurance on the building, but may be separately insured.

☞ FENCES AND OTHER YARD FIXTURES, also Store Furniture and Fixtures, also Plate Glass Doors and Windows, when the Plates are of the dimensions of three square feet or more, are not insured under this Policy, unless separately and specially mentioned.

☞ BUILDERS' RISK.—The working of carpenters, roofers, tinsmiths, gas-fitters, plumbers, or other mechanics, in building, altering or repairing the premises named in this Policy, will vitiate the same, unless permission for such works be endorsed in writing hereon, except in dwelling houses only, where five days are allowed in any one year for incidental repairs, without notice or endorsement.

AND IT IS HEREBY UNDERSTOOD AND AGREED by and between this Association and the assured, that this Policy is made and accepted in reference to the foregoing terms and conditions, which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing. But this Policy shall not be valid, or of any force or effect, until countersigned by the duly authorized and commissioned Agent of the said THE FIRE INSURANCE ASSOCIATION, LIMITED, for San Francisco

IN WITNESS WHEREOF, the signature of the General Agents of the said Company in San Francisco, California, hath been hereunto affixed.

Hutchinson & Mann

General Agents.

LA CONFIANCE COMPAGNIE ANONYME D'ASSURANCES CONTRE L'INCENDIE hereby consent that the interest of

.....in the within Policy, subject to all the terms and conditions therein men-

.....

.....

.....18.....Agent.

.....

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto .....

and.....assigns, all.....title and interest in this Policy, and all advantage to be derived therefrom.

Sealed and delivered in presence of

.....SEAL.

.....

.....18

LA CONFIANCE COMPAGNIE ANONYME D'ASSURANCES CONTRE L'INCENDIE hereby consent that the interest of

.....in the within Policy, subject to all the terms and conditions therein men-

.....

.....18.....Agent.

.....

FOR VALUE RECEIVED.....hereby transfer, assign and set over unto.....

and.....assigns, all.....title and interest in this Policy, and all advantage to be derived therefrom.

Sealed and delivered in presence of

.....SEAL.

.....

.....18

☞ If this Policy is cancelled, the following receipt is to be filled up and signed by the assured.

.....18.....

.....

In Consideration of.....Dollars,

Return Premium, the receipt of which is hereby acknowledged, this Policy is cancelled and surrendered to LA CONFIANCE COMPAGNIE ANONYME D'ASSURANCES CONTRE L'INCENDIE.

.....Assured.

A B Stewart Bodie

Fire Policy

No. 5138

LA CONFIANCE

Compagnie Anonyme

D'ASSURANCES

CONTRE L'INCENDIE.

Name, Boone & Wright

Location, Bodie Cal

Sum Insured, - - - $ 1500

Premium, - - - $ 65

Expires on the 21 day of Octr 18 82

.....

Please read the conditions and the Policy carefully, and, if incorrect return it immediately for alteration.

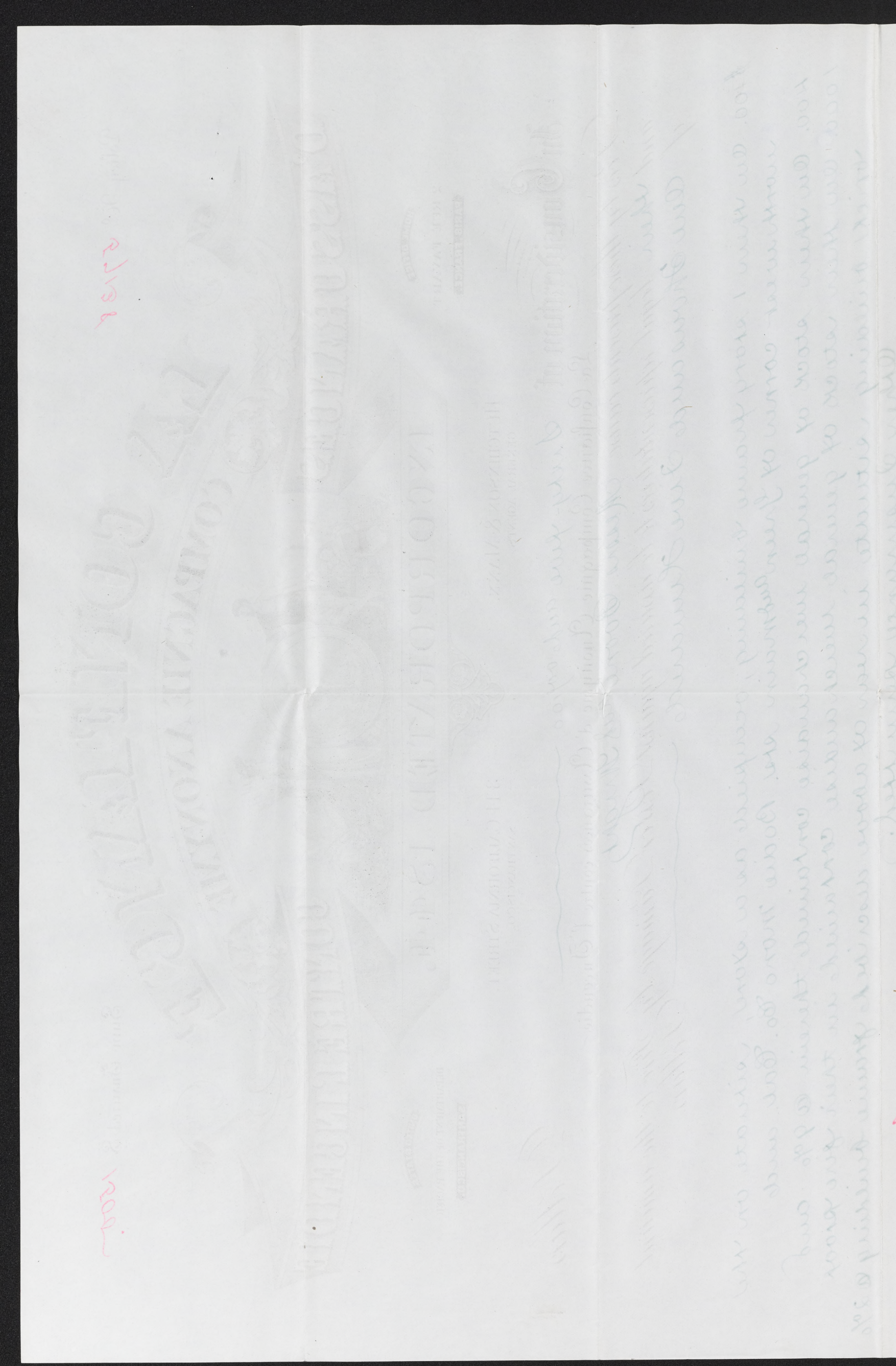
HUTCHINSON & MANN,

GENERAL AGENTS,

314 CALIFORNIA STREET, SAN FRANCISCO.

A. B. STEWART, Agent,
BODIE, CAL.

1502



Policy No. 57138

Sum Insured $ 1500.

LA CONFIANCE

COMPAGNIE ANONYME

D'ASSURANCES CONTRE L'INCENDIE

INCORPORATED 1844.

HOME OFFICE
2 RUE FAVART
PARIS, FRANCE.

UNITED STATES
DEPARTMENT OF THE PACIFIC
SAN FRANCISCO.

HUTCHINSON & MANN.
GENERAL AGENTS.

314 CALIFORNIA STREET,
SAN FRANCISCO.

In Consideration of Sixty-five and 00/100 Dollars.

La Confiance Compagnie Anonyme d' Assurances contre l'Incendie

Does by these presents cause Messrs. Boone and Wright

and their legal representatives to be assured against Loss or Damage by Fire to the amount of One Thousand Five Hundred Dollars.

$100. On their 1 story frame building, occupied as a store, situate on the northwest corner of Green and main sts. Bodie Mono Co. Cal. and
400. On their stock of general merchandise contained therein @ 9% and
1000. On their stock of general merchandise contained in their fire proof brick building situate in rear of above described frame building @ 2%
Other Insurance permitted.

Permission is granted the Assured to carry in stock Twenty cases of Coal oil

C.B. Shattuck Agent

Special reference being had to the application of the insured on file in this office, which is hereby made a part of this Policy, and a warranty by the insured.

Amount, $ 1500. Rate, 9 and 7 their Time, 1 Year Premium, $ 65.

AND THE SAID COMPANY hereby agrees to make good unto the said assured, executors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the 21 st. day of October one thousand eight hundred and 81 at twelve o'clock at noon, to the 21 st. day of October one thousand eight hundred and 82 at twelve o'clock at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after the proofs of the same required by the Company shall have been made by the assured and received at this Office, and the loss shall have been ascertained and proved, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given notice of their intention to rebuild or repair the damaged premises.

I. VOIDS A POLICY.—If an application, survey, plan or description of the property herein insured is referred to in this Policy, such application, survey, plan or description, shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation or occupancy of the property, or any omission to make known every fact material to the risk, or an over-valuation, or any misrepresentation whatever, either in a written application or otherwise; or if the assured shall have or shall hereafter make any other insurance on the property hereby insured, or any part thereof, without the consent of the Company written hereon; or if the above-mentioned premises shall be occupied or used so as to increase the risk, or become vacant or unoccupied, and so remain for more than ten days without notice to, and consent of, this Company in writing or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without the consent of this Company indorsed hereon; or if it be a manufacturing establishment running in whole or in part over or extra time, or running at night, or if it shall cease to be operated, without special agreement indorsed on this Policy; or if the property be sold or transferred, or upon the passing or entry of a decree of foreclosure, or upon a sale under a deed of trust, or if the property insured be assigned under any bankrupt or insolvent law, or any change take place in title or possession, (except in case of succession by reason of the death of the assured,) whether by legal process, or judicial decree, or voluntary transfer, or conveyance; or if this policy shall be assigned before a loss without the consent of the Company endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep, or use or permit to be kept or used on the premises, gunpowder, fireworks, nitro-glycerine, phosphorus, petroleum, naphtha, gasoline, benzine, benzole or benzine varnish, or camphene, spirit gas or burning fluid or chemical oils, without written permission in this Policy; and if so kept or used on the premises by the assured, without consent endorsed hereon then, and in every such case, this Policy shall be void.

II. NOT LIABLE FOR.—This insurance does not apply to nor cover jewels, jewelry, plate, watches, musical or scientific instruments, (pianos in dwellings excepted,) ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models or curiosities, unless particularly specified in this Policy, and not for an amount exceeding the actual cost of same, unless by special agreement in Policy. This Company shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefore be actually paid; nor for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for *Profits* on merchandise or other property, or commissions on merchandise in hands of consignees, nor for any indefinite, indirect, consequential or prospective damage whatever, nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for any loss in or on buildings unprovided with good and substantial stone or brick chimneys, the absence of which has been the cause of the fire: nor in consequence of any neglect or deviation from the laws or regulations of police, where such exist; nor for any loss caused by the explosion of gunpowder, or any explosive substance; nor by lightning, unless specifically mentioned, or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casuality by explosion or lightning.

III. If a building shall fall, except as the result of a fire, all insurance by this Company shall immediately cease and determine.

IV. OF OWNERSHIP.—If the interest of the assured in the property be any other than the entire, unconditional and sole ownership in the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to the Company, and so expressed in the written part of this Policy; otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage are not insured under this Policy, unless specially mentioned.

V. OF HAZARDS.—If, during this insurance, the above-mentioned premises shall be used for any trade, business or vocation, or for storing, using or vending therein any of the articles, goods or merchandise denominated hazardous or extra hazardous, or specially hazardous; or if the occupation of such premises be changed from one of the class denominated extra hazardous or specially hazardous to that of another of the same class, except as herein specially agreed to in writing upon this Policy; then, and from thenceforth, so long as the same shall be so appropriated, applied or used, this policy shall cease and be of no force or effect.

VI. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured. The use of general terms, or anything less than a distinct specific agreement, clearly expressed and endorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

VII. OF OTHER INSURANCE.—In case of any other insurance upon the property hereby insured, whether made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed that in case of the assured holding any other Policy in this or any other Company on the property insured subject to the conditions of average, this Policy shall be subject to average in like manner.

Re-insurance, in case of loss, to be settled in proportion as the sum re-insured shall bear to the whole sum covered by the re-insured Company.

When property insured under this Policy is damaged by removal from a building exposed to loss by fire, such damage shall be borne by the insured and the insurers, in such proportion as the whole sum insured bears to the whole value of the property insured, of which proof in due form required by this Policy shall be made by the claimant so insured.

VIII. MAY BE TERMINATED.—The insurance may be terminated at any time at the request of the assured, in which case the Company shall retain only the customary short rates for the time the Policy has been in force. The insurance may also be terminated any time at the option of the Company, on giving notice to that effect, and refunding ratable portion of the premium for the unexpired term of the Policy.

IX. OF BROKERS AND AGENTS.—It is a part of this contract that any person, other than the assured, who may have procured this insurance to be taken by this Company shall be deemed to be the agent of the assured named in this Policy, and not of this Company under any circumstances whatever, or in any transaction relating to the insurance.

X. OF LOSSES.— Persons sustaining loss or damage by fire shall forthwith give notice of said loss to the Company, and, as soon thereafter as possible, render a particular account of such loss, signed and sworn to by them, stating whether any and what other insurance has been made on the same property, giving copies of the written portion of all Policies thereon, also the actual cash value of the property and their interest therein, for what purpose and by whom the building insured, or containing the property insured, and the several parts thereof were used at the time of the loss, when and how the fire originated, and shall also produce a certificate under the hand and seal of a Notary Public (nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured,) stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has, without fraud, sustained loss on the property insured to the amount which such Magistrate or Notary Public shall certify. The assured shall, if required, submit to an examination or examinations under oath, by any person appointed by the Company, and subscribe to such examination when reduced to writing, and shall also produce the books of account, bills, invoices and other vouchers and exhibit the same for examination at the Office of the Company, and permit extracts and copies thereof to be made; the assured shall also produce certified copies of all bills and invoices, the originals of which have been lost, and shall exhibit all that remains of the property which was covered by this Policy, damaged or not damaged, for examination to any person or persons named by the Company. When personal property is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory to be made, and furnished to the Company, of the whole, naming the quantity, quality and cost of each article. The amount of sound value and of damage shall be determined by mutual agreement between the Company and the assured, or failing thus to agree, the same shall then be ascertained by appraisal of each article by competent persons (not interested in the loss as creditors or otherwise, nor related to the assured or sufferers) to be mutually appointed by the assured and the Company; their report, in writing, to be made under oath before any magistrate or other properly commissioned person; one half of the appraisers' fees to be paid by the assured. The Company reserves the right to take the whole or any part of the articles at their appraised value; and until such proofs, declarations and certificates are produced, and examinations and appraisals permitted by the claimant, the loss shall not be payable. In case of loss on property held in trust, or on commission, or if the interest of the assured be other than the entire and sole ownership, the names of the respective owners shall be set forth in the proofs of loss, together with their respective interests therein. If this Policy is made payable in case of loss, to a third party, or held as collateral security, the proofs of loss shall be made by the party originally insured, unless there has been an actual sale of the property insured. ALL FRAUD OR ATTEMPT AT FRAUD, BY FALSE SWEARING, OR OTHERWISE, SHALL FORFEIT ALL CLAIM ON THIS COMPANY, and shall be a complete bar to any recovery for loss under this Policy. In case differences shall arise touching any loss or damage after proof thereof has been received in due form, the matter shall, at the written request of either party, be submitted to impartial appraisers, whose award in writing shall be binding on the parties as to the amount of such loss or damage, but shall not decide the liability of the Company under this Policy; and, further, that it shall be optional with the Company to repair, rebuild or replace the property lost or damaged with other of like kind and quality within a reasonable time, giving notice of their intention so to do within thirty days after the receipt of the proofs herein required; and in case this Company elect to rebuild, or not, the assured shall, if required, furnish plans and specifications of the buildings damaged or destroyed, which shall be duly verified by the oath of the assured. The cash value of the property destroyed or damaged by fire shall in no case exceed what would be the cost to the assured, at the time of the fire, of replacing the same; and in case of the depreciation of such property from use or otherwise, a suitable deduction from the cash cost of replacing shall be made, to ascertain the actual cash value at the time of the fire. If claim shall be made against this Company by a mortgagee holding this Policy as collateral security and this Company shall pay the same and claim that as to the mortagor or owner no liability existed, this Company shall at once be legally subrogated to all the rights of the mortagee under all the securities held as collateral to the mortgage debt to the extent of such payment, or at its option may pay the mortagee the whole principal due or to become due on the mortgage with interest, and shall receive therefore a full assignment and transfer of the same, and all other securities, held as collateral to the mortgage debt.

XI. RENEWAL.—This insurance, the risk not being changed, may be continued for such further time as shall be agreed on, provided the premium therefor is paid and endorsed on this Policy, or a receipt given for the same; and it shall be considered as continued under the original representation, and for the original amounts and divisions, unless otherwise specified in writing. But in case there shall have been any change in the risk, either within itself or by neighboring buildings, not made known to the Company by the assured at the time of renewal, this Policy and renewal shall be void.

XII. LIMITATION TO SUITS.—It is furthermore expressly provided and mutually agreed, that no suit or action against this Company, for the recovery of any claim by virtue of this Policy shall be sustainable in any Court of Law or Chancery, until after an award shall have been obtained, fixing the amount of such claim in the manner above provided, nor unless such suit or action shall be commenced within twelve months after the loss shall occur; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

☞THE USE OF KEROSENE OIL, when of the standard of 120 degrees Fahr. quality, for lights only in stores and dwellings, is permitted, provided the same shall be drawn, and the lamps filled and trimmed by daylight only, and without the use of artificial light.

☞GAS.—The generating or evaporating within the building or contiguous thereto of any substance for a burning gas, or the use of gasoline for lighting, is prohibited under this Policy, unless permitted in writing hereon.

☞FRESCOED WORK, or Gilding on walls or ceilings, is not covered by insurance on the building, but may be separately insured.

☞FENCES AND OTHER YARD FIXTURES, also Store Furniture and Fixtures, also Plate Glass Doors and Windows, when the Plates are of the dimensions of three square feet or more, are not insured under this Policy, unless separately and specially mentioned.

☞BUILDERS' RISK.—The working of carpenters, roofers, tinsmiths, gas-fitters, plumbers, or other mechanics, in building, altering or repairing the premises named in this Policy, will vitiate the same, unless permission for such works be endorsed in writing hereon, except in dwelling houses only, where five days are allowed in any one year for incidental repairs, without notice or endorsement.

AND IT IS HEREBY UNDERSTOOD AND AGREED by and between this Company and the assured, that this Policy is made and accepted in reference to the foregoing terms and conditions, which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

IN WITNESS WHEREOF, the signature of the Agents of the said Company in San Francisco, California, hath been hereunto affixed, this 21 st. *day of* Octo 188 1

Hutchinson Mann *General Agents.*

A. B. STEWART, Agent,
BODIE, CAL.

No. 290827

BRITISH AMERICA ASSURANCE COMPANY.

OFFICE:

Corner Front and Scott Streets,

TORONTO.

Boone and Wright
Bodie Cal.

$1750. Premium, $75.00

THIS POLICY EXPIRES

October 21st 1882

BUTLER & HALDAN, General Agents,
413 California Street,
SAN FRANCISCO.

☞ Please read this Policy carefully to prevent misunderstanding in case of loss.

Martin's Printing House, 111 John Street, N.Y.

Stewart.

☞ If this Policy is canceled the following receipt is to be filled up and signed by the assured.

188

In consideration of ..... Dollars,

Return Premium, the Receipt of which is hereby acknowledged, this Policy is canceled and surrendered to the BRITISH AMERICA ASSURANCE COMPANY.

Assured.

THE BRITISH AMERICA ASSURANCE COMPANY, OF THE CITY OF TORONTO.

PETER PATERSON, Governor.

F. A. BALL, Manager.

CLASSES OF HAZARDS.

HAZARDOUS.

Bristles and Hair Cloth (wholesale),
Boots and Shoes (wholesale) including India rubber Boots and Shoes,
Carpets (retail stocks of),
Card Printing (by hand power),
Carriage Trimmings,
Carriages and Sleighs,
Clothing (wholesale stocks of), ready made,
Coffee,
Cordage,
Cotton Batts and Wadding,
Cotton Yarn,
Dry Goods, foreign and domestic, exclusively in unbroken and unopened packages.

Dry Goods, (wholesale stocks of),
Drugs, dry, in packages (importers' stocks of),
Flax, in bales,
Fire Crackers, in packages,
Flocks,
Flour,
Fruits (wholesale stocks of),
Furs and Peltries, in unbroken packages,
Furs, unpacked,
Grocers' Stocks,
Grocers' Stocks (retail),
Glass, window, in boxes,
Gum Copal,
Gum Shellac,
Gunny Cloth and Gunny Bags,

Gutta Percha, unmanufactured,
Hardware, staple, in packages,
Hatters' Furs (stocks of),
Hats and Caps (wholesale stocks of), without manufacturing,
Hemp, in bales,
Hides and Sole Leather,
Hops, in bales,
India Rubber, unmanufactured,
Indigo,
Iron ware, wholesale, (also, stoves, tinware and hollow ware),
Iron Goods, ornamental, japanned and bronzed. (stocks of),
Leather, Morocco and Findings,
Machinery, (stocks of), on sale,

Manilla grass, in bales,
Men's Straw Hats and Caps (stocks of),
Nails, (stocks of),
Oakum, in bales,
Oil (fish and vegetable),
Oil Cloths (stocks of),
Paints ground in oil.
Paper, in reams, and straw boards,
Paper Hangings (wholesale),
Pins, (stocks of),
Pot, Pearl and Soda Ashes,
Provisions,
Rice,
Saddlery and Harness (stocks of),
Sail-making,
Salt,

Sewing Machines (stocks of),
Sisal grass in bales,
Spices,
Sugars,
Sulphur,
Tallow,
Teas,
Threshed Grain.
Tobacco, plug and twist, in boxes or kegs (wholesale). [See Extra Hazardous.]
Trunks (stocks of),
Whalebone,
Whisky, in barrels (stocks of),
Wool,
Wines and Liquors, in packages, (importers' stocks of).

EXTRA HAZARDOUS.

Artificial flowers,
Artists' materials,
Auction stores,
Agricultural implements, including Seedmen's stocks,
Alcohol,
Apothecaries' stocks,
Asphaltum,
Band Boxes (stocks of),
Booksellers' stocks,
Boots and Shoes (retail),
Brushes, (stocks of),
Bag making (cloth) by hand power,
Bakeries, with ovens outside the building, and using coal only,
Basket selling,
Billiard saloons and contents,
Blacksmith shops,
Boot and Shoe manufacturing, (by hand-power only),
Bottling Cellars,
Brush makers' stocks,
Cabinet ware, without manufacturing, repairing, upholstering or varnishing,
Carving, by hand power,
China, unpacked,
Clothing, ready-made (retail stocks of), also merchant tailors',
Confectioners' stocks,
Corks (stocks of),
Car-springs (gutta percha or India rubber),

China, or earthen, or glass ware (wholesale and retail stocks of), with privilege of packing or unpacking,
Copperplate printing,
Cooper's shops, (strapping boxes only),
Corset making,
Daguerreotype and Photographic stocks,
Daguerreotype and Photographic establishments,
Dress Trimmings, (stocks of),
Dry Goods, retail (stocks of),
Earthenware, unpacked,
Eating houses,
Electro plating,
Essential oils,
Fancy Goods (wholesale & retail stocks of),
Feathers, (stocks of),
Fishing Tackle,
Fringes, (stocks of),
Fringe making, by hand power,
Fruits, (retail stocks of),
Furriers' and Hatters' stocks, unpacked,
Furs, cutting and sewing, without fire heat,
Gas fitting,
Gas Fixtures,
Gentlemen's furnishing goods, (wholesale and retail stocks of),
Gimps, (stocks of),
Glass, window or plate, unpacked,
Gilding,

Glass ware, unpacked; Looking-glasses unpacked,
Gun repairing,
Gutta percha goods, except boots & shoes,
Hardware and Cutlery,
Hats and Caps (retail), without manufacturing,
Hat (straw, grass or chip) bleaching,
Hay and straw, pressed in bundles,
Hoop skirts and hoop skirt materials, (stocks of),
Hoop skirt manufacturing, by hand, without fire heat,
House furnishing goods (retail stocks of),
India rubber goods (stocks of), except boots and shoes,
Iron (hoop, sheet and rod),
Jewelers' and Watchmakers' stocks,
Kid Gloves (stocks of),
Ladies and children's furnishing goods, (stocks of),
Laces and embroideries, (wholesale),
Lampsellers' stocks without camphene, burning fluid, spirit gas, or kerosene,
Lager bier saloons,
Lime, unslacked (stocks of),
Liquors in glass, unpacked,
Lithographers,
Looking-glasses (stocks of), with privilege of packing or unpacking,

Map mounting and varnishing,
Matches on sale (stocks of),
Metals, in bars, pig and tin plates,
Military goods (stocks of),
Millinery goods (wholesale and retail stocks of),
Needles, (stocks of),
Optical and mathematical instrument makers' stocks,
Painters' stocks.
Paper Hangings (retail stocks),
Paper Collars,
Paper boxes (stocks of),
Pawnbrokers' stocks,
Perfumer's stocks,
Precious stones.
Percussion caps,
Piano-fortes, in warerooms,
Picture frame joining,
Pitch.
Plumbing and pewtering,
Pocket-book makers' stock,
Pocket-book making (without use of fire heat),
Porter-houses, bar-rooms, sample-rooms, and retail liquor stores,
Rags in bales,
Rectifying liquors by cold process only,
Refectories,
Resin,

Restaurants,
Saddlery and harness manufacturing,
Sheet Iron and Copper ware (retail),
Shirt Manufactories (without ironing),
Ship chandlery,
Silversmiths' stocks,
Silver and plated ware,
Spirits of Turpentine,
Stationers' stocks,
Stoves (retail stocks of),
Straw Goods (wholesale and retail stocks of),
Tar,
Tailors' trimmings, (stocks of),
Tin and hollow ware (retail),
Tin or sheet iron or copper working,
Tobacco, leaf and cut, cigars and snuff (wholesale and retail),
Tow in bales,
Turpentine,
Umbrellas and parasols (wholesale and retail), with privilege to put together and finish by hand only,
Upholsterers' stocks,
Watchmakers' tools,
Watches, in packages as imported,
Wine in glass, unpacked,
Worsted and fancy wools, (importers' stocks of),
Yankee Notions.

SPECIALLY HAZARDOUS.

Acids (nitric, sulphuric, muriatic, and other acids causing ignition),
Band-box and Paper-box making,
Bakeries, ovens within the building, or using wood or shavings,
Bark Mills,
Bellows making,
Bleaching works,
Blind makers' shops,
Blacksmithing,
Block and Pump making,
Boat Builders' shops,
Book binderies,
Boot and Shoe manufactories, with fire heat),
Box repairing,
Brass Foundries,
Breweries,
Brick Yards, with kilns,
Brimstone works,
Brush manufactories,
Burning fluid,
Cabinet-makers' shops,
Cabinet ware (stocks of), with privilege to varnish and upholster,
Candle manufactories,
Camphene, on sale,
Cap manufactories,
Carpenters' shops,
Chair-makers' shops,
Chemical laboratories,
Coach-makers' shops,
Coffee and Spice mills,
Comb manufactories,
Confectionery manufactories,

Coopers' shops,
Coppersmiths' shops, with forges,
Corn kilns,
Cotton mills,
Cotton presses,
Cotton in bales,
Cotton unpacked,
Distilleries & Rectifying establishments,
Drug stores, with privilege of compound'g,
Druggists' stock (wholesale),
Drug and Spice mills,
Dyeing establishments,
Ether,
Fire-works,
Fire-work manufactories,
Flax mills,
Flax, unpacked,
Floor-cloth manufactories,
Fringe manufactories,
Fulling Mills,
Fur Dressing establishments,
Gas Fixtures manufactories,
Gas manufactories,
Glass manufactories,
Gold pen making,
Grate manufactories,
Grist or Flouring mills,
Gun manufactories,
Gunpowder,
Hat manufactories,
Hay, unpacked,
Hay Presses,
Hemp Manufactories,
Hoop skirt manufactories, by machinery or fire heat,

Hemp, unpacked,
Hotels,
Houses building or repairing,
Ink manufactories,
India Rubber and Gutta Percha manufactories,
Iron foundries,
Ivory-black & Lamp-black manufactories,
Japanning,
Jewelry manufactories,
Jewelry case making,
Junk shops,
Lamp manufactories,
Lampsellers' stocks (with privilege of keeping camphene, or kerosene,)
Laundries,
Lime yards and sheds,
Lime, unslacked,
Livery Stables,
Looking-glass and Picture Frame manufactories.
Lumber Yards,
Machine shops,
Manilla Grass, unpacked,
Mahogany Yards,
Malt houses,
Match manufactories,
Metal mills,
Musical instrument manufactories,
*Musical instruments (stocks of),
Mungo,
Nitrate of Soda,
Oiled clothing manufactories,
Oiled clothing (stocks of),
Oil mills and manufactories,

Oils, resin, and similar,
Oil refineries,
Omnibus stables,
Packing buildings and yards,
Paper Bag manufactories,
Paper Hanging manufactories,
Paper Mills,
Percussion Cap manufactories,
Perfumery manufactories,
Phosphorus,
Pictures and Prints,
Planing, or Grooving or Moulding mills,
Plating,
Plated-ware manufacturing,
Pocket-book making,
Pork houses,
Powder mills,
Printed Music,
Printing of books, and job printing,
Print works,
Provisions in process of being smoked,
Rag stores,
Rags and Paper stock,
Rolling mills,
Rope and Cordage manufactories,
Safe (iron) manufactories,
Saltpetre,
Sash-makers' shops,
Saw mills,
Segar manufactories,
Ship building or repairing,
Shoddy,
Silversmiths' manufactories,
Smoke houses,
Snuff mills,

Soap manufactories,
Spirit Gas manufactories and Spirit Gas on sale,
Stave yards,
Steamboats,
Steam boilers in use,
Steam engines in use,
Stove manufactories,
Sugar refineries,
Tallow Melting establishments,
Tanneries,
Tar Boiling establishments,
Taverns,
Theatres and other places of public [exhibition,
Timber yards,
Tobacco manufactories,
Tow, unpacked,
*Toys (shopkeepers' stocks of),
Trunk making,
Turpentine Distilleries,
Type and Stereotype foundries,
Umbrella manufactories.
Upholstery manufactories,
Varnish manufactories,
Wheelwrights' shops,
Window shade painting,
Wood and willow ware (stocks of),
Woolen mills,
Wool waste,

And generally all workshops, mills and manufacturing establishments, and all trades and occupations, requiring the use of fire heat, not above enumerated as hazardous or extra hazardous.

The British America Assurance Company *hereby consent that the interest of* _____ *in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to*

_____

_____ *788* _____ **Agent**

For Value Received, _____ *hereby transfer, assign, and set over unto* _____ *and* _____ *assigns, all* _____ *title and interest in this Policy, and all advantage to be derived therefrom.*

Witness _____ *hand and seal, this* _____ *day of* _____ *788*

Sealed and delivered in presence of

L.S.

The British America Assurance Company *hereby consent that the interest of* _____ *in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to*

_____

_____ *788* _____ **Agent**

For Value Received, _____ *hereby transfer, assign, and set over unto* _____ *and* _____ *assigns, all* _____ *title and interest in this Policy, and all advantage to be derived therefrom.*

Witness _____ *hand and seal, this* _____ *day of* _____ *788*

Sealed and delivered in presence of

L.S.

No. 290827

Date Oct 21/81.

Sum Insured $1750.

Premium $70.00

British America Assurance Company.

TORONTO, CANADA.

INCORPORATED BY ACT OF PARLIAMENT 1833.

In Consideration of Seventy Dollars

To them paid by the Insured hereinafter named, the receipt whereof is hereby acknowledged DO BY THIS POLICY INSURE

Doone and Wright.

Against Loss or Damage by Fire to the amount of

Seventeen Hundred & Fifty Dollars.

$500. On their one story frame building, occupied by assured Situate on North West Corner Green and Main Streets Bodie Mono. County, California. and $1250. On their stock of general merchandise, while contained in their one story fire proof brick building. Situate in rear of above described frame building. Other Concurrent insurance permitted.

Permission is granted the Insured to carry Twenty Cases of Coal Oil

A. B. Stewart agt.

A. B. STEWART, Agent, BODIE, CAL.

Sum Insured, $1750.

Time, 1 Year.

Rate, 4 & 2%

Premium, $70.00

And the said BRITISH AMERICA ASSURANCE COMPANY hereby agree to make good unto the said assured, their executors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property specified, from the 21st day of October one thousand eight hundred and eighty- One at twelve o'clock at noon, to the 21st day of October one thousand eight hundred and eighty- Two at twelve o'clock at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after due notice and proofs of the same shall have been made by the assured and received at this office, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given notice of their intention to rebuild or repair the damaged premises.

1. If an application, survey, plan, or description of the property herein insured is referred to in this Policy, such application, survey, plan, or description shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation or occupancy of the property, or any omission to make known every fact material to the risk, or an over-valuation, or any misrepresentation whatever, either in a written application or otherwise; or if the assured shall have or shall hereafter make any other insurance on the property hereby insured, or any part thereof, without the consent of the Company written hereon; or if the above-mentioned premises shall be occupied or used so as to increase the risk, or become vacant or unoccupied, and so remain, without notice to, and consent of, this Company, in writing, or if the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without the assent of this Company indorsed hereon; or if it be a manufacturing establishment, running in whole or in part over or extra time, or running at night, or if it shall cease to be operated, without special agreement endorsed on this Policy; or if the property be sold or transferred, or any change takes place in title or possession (except by succession by reason of the death of the assured), whether by legal process, or judicial decree, or voluntary transfer or conveyance; or if this Policy shall be assigned before a loss, without the consent of the Company endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the property be encumbered; or if the assured shall keep gunpowder, fire-works, nitro-glycerine, phosphorus, saltpetre, nitrate of soda, petroleum, naphtha, gasoline, benzine, benzole, or benzine varnish; or keep or use camphene, spirit gas, or any burning fluid or chemical oils, without written permission in this Policy; then, and in every such case, this Policy shall be void. Kerosene oil, however, may be used for lights in dwellings, stores, churches and school-houses, and kept for sale in stores in quantities not exceeding five barrels—to be drawn by daylight only.

2. This insurance does not apply to or cover jewels, plate, watches, musical or scientific instruments (piano-fortes in dwellings excepted), ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models or curiosities, unless particularly specified in this Policy. This Company shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefor be actually paid; nor for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for any loss in buildings unprovided with good and substantial stone or brick chimneys, the absence of which has been the cause of the fire; nor in consequence of any neglect or deviation from the laws or regulations of police, where such exist; nor for any loss caused by the explosion of gunpowder, or any explosive substance; nor by lightning, or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion or lightning.

3. If a building shall fall, except as the result of a fire, all insurance by this Company on it or on its contents shall immediately cease and determine.

4. If the interest of the assured in the property be any other than the entire, unconditional, and sole ownership of the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to the Company and so expressed in the written part of this Policy, otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage must be separately and specifically insured.

5. In case the use or occupation of the above-mentioned premises, at any time during the period for which this Policy would otherwise continue in force, shall be so changed as to increase the risk thereupon, except as may be hereafter agreed to by this Corporation, in writing, upon this Policy, from thenceforth, so long as the same shall be so used, this Policy shall be of no force or effect.

6. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured.

The use of general terms, or anything less than a distinct, specific agreement, clearly expressed, and endorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

7. In case of any other insurance upon the property hereby insured, whether made prior or subsequent to the date of this Policy, the insured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed, that in case of the assured holding any other Policy in this or any other Company on the property insured, subject to the conditions of average, this Policy shall be subject to average in like manner. Any floating Policy attaching, in whole or in part, to the property covered by this Policy, shall, as between the insured and this Company, be considered as contributing insurance for the full amount of such Policy, and liable as such to pay *pro rata* any loss, total or partial, on the property hereby insured.

Re-insurance, in case of loss, to be settled in proportion as the sum re-insured shall bear to the whole sum covered by the re-insured Company. The rate of premium shall not be less than that paid to the re-insured Company, and the re-insured Company shall retain, net, an amount at least equal to that of this Policy, otherwise this Policy shall be void.

8. This insurance may be terminated at any time at the request of the assured, in which case the Company shall retain only the customary short rates for the time the Policy has been in force. The insurance may also be terminated at any time at the option of the Company, on giving notice to that effect, and refunding a ratable proportion of the premium for the unexpired term of the Policy.

9. Persons sustaining loss or damage by fire shall forthwith give notice of said loss, in writing, to the Company, and, as soon thereafter as possible, render a particular account of such loss, signed and sworn to by them, stating whether any and what other insurance has been made on the same property, giving copies of the written portion of all Policies thereon, also the actual cash value of the property and their interests therein; for what purpose and by whom the building insured, or containing the property insured, and the several parts thereof, were used at the time of the loss; when and how the fire originated; and shall also produce a certificate under the hand and seal of a Magistrate or Notary Public (nearest to the place of the fire, and not concerned in the loss as a creditor or otherwise, nor related to the assured), stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has, without fraud, sustained loss on the property insured to the amount which such Magistrate or Notary Public shall certify. The assured shall, if required, submit to an examination or examinations under oath, by any person appointed by the Company, and subscribe to such examinations when reduced to writing, and shall also produce their books of account and other vouchers, and exhibit the same for examination at the office of the Company, and permit extracts and copies thereof to be made; the assured shall also produce certified copies of all bills and invoices, the originals of which have been lost, and shall exhibit all that remains of the property which was covered by this Policy, damaged or not damaged, for examination to any person or persons named by the Company.

When personal property is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory to be made, and furnished to the Company, of the whole, naming the quantity, quality and cost of each article. The amount of sound value and of damage shall then be ascertained by appraisal of each article by two competent persons (not interested in the loss as creditors, or otherwise, nor related to the assured or sufferers), one to be appointed by the assured, and the other by the Company; these two, in case they cannot agree, to appoint a third; the report, in writing, of any two or more of these to be made under oath before any Magistrate or other properly commissioned person; one half of the appraisers' fees to be paid by the assured. The Company reserves the right to take the whole or any part of the articles at their appraised value; and until such proofs, declarations and certificates are produced, and examinations and appraisals permitted by the claimant, the loss shall not be payable.

In case of loss on property held in trust, or on commission, or if the interest of the assured be other than the entire or sole ownership, the names of the respective owners shall be set forth, together with their respective interests therein. If this Policy is made payable, in case of loss, to a third party, or held as collateral security, the proofs of loss shall be made by the party originally insured, unless there has been an actual sale of the property insured. All fraud, or attempt at fraud, by false swearing or otherwise, shall cause a forfeiture of all claim on this Company under this Policy.

But provided, in case differences shall arise touching any loss or damage after proof thereof has been received in due form, the matter shall, at the written request of either party, be submitted to impartial arbitrators, whose award in writing shall be binding on the parties as to the amount of such loss or damage, but shall not decide the liability of the Company under this Policy; and, provided further, that it shall be optional with the Company to repair, re-build or re-place the property lost or damaged with other of like kind and quality, within a reasonable time, giving notice of their intention so to do within sixty days after receipt of the proofs herein required; and in all cases, whether this Company elect to rebuild or not, the assured shall, if required, furnish plans and specifications of the buildings destroyed.

The cash value of property destroyed or damaged by fire shall in no case exceed what would be the cost to the assured, at the time of the fire, of replacing the same; and in case of the depreciation of such property, from use or otherwise, a suitable deduction from the cash cost of replacing shall be made, to ascertain the actual cash value.

Where property insured by this Company is damaged by removal from a building in which it is exposed to loss by fire, said damage shall be borne by the insured and the insurers, in such proportion as the whole sum insured bears to the whole value of the property insured, of which proof in due form shall be made by the claimant.

10. This insurance (the risk not being changed) may be continued for such further time as may be agreed on, provided the premium therefor is paid and endorsed on this Policy, or a receipt given for the same, and it shall be considered as continued under the original representation, and for the original amounts and divisions, unless otherwise specified in writing; but in case there shall have been any change in the risk, either within itself or by neighboring buildings, not made known to the Company by the assured at the time of renewal, this Policy and renewal shall be void.

11. It is a part of this contract, that any person other than the assured, who may have procured this insurance to be taken by this Company, shall be deemed to be the agent of the assured named in this Policy, and not of this Company under any circumstances whatever, or in any transaction relating to this insurance.

It is further understood and made a part of this contract, that the Agent of this Company has no authority to waive, modify or strike from this Policy any of its printed conditions, nor is his assent to an increase of risk binding upon the Company, until the same is endorsed, in writing, on the Policy, and the increased premium paid; nor, in case this Policy shall become void by reason of the violation of any of the conditions thereof, has the Agent power to revive the same, and that a new Policy intended to replace any Policy so made void shall be of no effect until its actual issue and delivery thereof to the assured, any contract by parole or understanding with the Agent to the contrary notwithstanding.

12. It is furthermore hereby expressly provided and mutually agreed, that no suit or action against this Company, for the recovery of any claim by virtue of this Policy, shall be sustainable in any Court of Law or Chancery, unless such suit or action shall be commenced within twelve months next after the loss shall have occurred; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

☞ **Gas.**—The generating or evaporating within the building or contiguous thereto, of any substance for a burning gas, or the use of gasoline for lighting, is prohibited under this Policy, unless permitted in writing hereon.

☞ **Fences and other Yard Fixtures**, also **Store Furniture** and **Fixtures**, are not insured under the within Policy, unless separately and specifically mentioned.

☞ **Plate Glass** doors and windows, when the plates are of the dimensions of nine square feet or more, are not covered by insurance on the building, but must be separately and specifically insured.

☞ **Frescoed Work** or gilding on walls or ceilings, is not covered by insurance on the building, but must be separately and specifically insured.

☞ **Builder's Risk.**—The working of carpenters, roofers, tinsmiths, gas-fitters, plumbers, or other mechanics, in building, altering or repairing the premises named in this Policy, will vitiate the same, unless permission for such work be endorsed in writing hereon, except in dwelling-houses only, where five days are allowed in any one year for incidental repairs, without notice or endorsement.

☞ AND IT IS HEREBY UNDERSTOOD AND AGREED, by and between this Company and the assured, that this Policy is made and accepted in reference to the foregoing terms and conditions, and to the classes of hazards and memoranda printed on the back of this Policy, which are hereby declared to be a part of this contract, and are to be used and resorted to, in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

In Witness Whereof, The British America Assurance Company *have caused these* PRESENTS *to be signed and sealed by their* GOVERNOR *and* MANAGER *in the City of* TORONTO. *But this Policy shall not be valid unless countersigned by the duly authorized Agent of said* BRITISH AMERICA ASSURANCE COMPANY. San Francisco

Countersigned at San Francisco *this* 20th *day of* October 188/

Butler & Haldan Agents.

W Patterson Governor.

Reed. a. Hall Manager.

BRITISH AMERICA ASSURANCE COMPANY — IN ASSURANCE SURETY

SAINT PAUL FIRE AND MARINE INSURANCE CO.

SAINT PAUL, MINNESOTA.

Cash Capital, - - - - - $400,000.

BOARD OF DIRECTORS.

C. H. BIGELOW,	JOHN S. PRINCE,
RUSSELL BLAKELEY,	H. M. SMYTHE,
H. C. BURBANK,	A. H. WILDER,
	J. L. MERRIAM.
	E. F. DRAKE,
	PETER BERKEY,
	M. AUERBACH,

C. H. BIGELOW, *President.*

C. A. EATON, *Secretary.*

PETER BERKEY, *Vice-President,*

A B Stewart

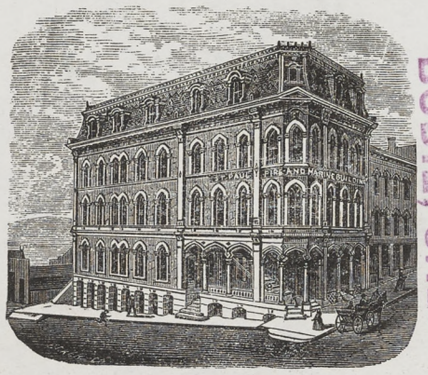
READ YOUR POLICY.

No. 8805

Expires 28 Oct 188 2

SAINT PAUL

FIRE AND MARINE



INSURANCE COMPANY.

SAINT PAUL, MINN.

A. B. STEWART, Agent,
BODIE, CAL.

Bonne d Wright
Bodie Cal

Amount Insured, $ 1000

Premium, - $ 70.

HUTCHINSON & MANN,
GENERAL
INSURANCE AGENTS,
322 & 324 California St.,
San Francisco, Cal.

Edition, March, 1880.
Pioneer Press.

NAMES OF STOCKHOLDERS.

C. H. BIGELOW,	Pres't St. Paul F. and M. Ins. Co., St. Paul.
HORACE THOMPSON'S Estate,	St. Paul.
J. C. BURBANK'S Estate	St. Paul.
J. L. MERRIAM,	Vice-Pres't St. Paul and Sioux City R. R.
R. BLAKELEY,	Minnesota Stage Co., St. Paul.
M. AUERBACH,	of Auerbach, Finch, Culbertson & Co., St. Paul.
A. H. WILDER,	St. Paul.
Mrs. E. PUTNAM,	Chicago, Ill.
P. H. KELLY,	P. H. Kelly & Co., Grocers, St. Paul.
C. E. MAYO,	Hardware Dealer, St. Paul.
WM. B. DEAN,	Hardware, St. Paul.
Hon. J. S. PRINCE,	Ex-Mayor of St. Paul, Minn.
E. F. DRAKE,	Pres't St. P. and S. C. R. R. Co., St. Paul.
WM. F. DAVIDSON,	Pres't K. N. L. P. Co., St. Louis.
W. RHODES,	St. Paul.
J. B. BRADEN'S Estate,	St. Paul.
P. BERKEY,	Pres't St. P., Stillw'r and T. F. R. R., St. Paul.
T. B. SHELDON,	Pres't 1st Nat. Bank, Red Wing.
LILLIE L. PRESTON.	Davenport, Iowa.
B. PRESLEY,	Merchant, St. Paul.
PIONEER PRESS CO.,	St. Paul Pioneer Press, St. Paul.
W. A. NOLAN,	Butler, Pa.
C. D. STRONG,	Hardware Dealer, St. Paul.
H. M. SMYTHE,	St. Paul.
CHARLES EATON,	St. Paul.
ALBERT KNIGHT,	St. Peter.
R. J. BALDWIN,	Minneapolis.
N. P. CLARK,	Merchant, St. Cloud.
THOS. COCHRAN,	New York.
D. S. B. JOHNSTON,	St. Paul.
LEWIS & SHAUBUT,	Bankers, Mankato.
JESSIE McINTYRE,	Cashier 1st Nat. Bank, Red Wing.
Hon. ALEX. RAMSEY,	Ex-U. S. Senator, Minnesota.
GEORGE MOORE,	Collector of Customs, St. Paul.
J. P. McILRATH	St. Paul.
J. P. POND,	St. Paul.
R. A. KEMP,	B. Presley & Co., St. Paul.
H. D. BROWN,	Banker, Albert Lea.
W. C. PATTERSON,	Trustee, St. Paul.
Mrs. SUSAN L. THOMPSON,	St. Paul.
HEIRS OF J. E. THOMPSON,	St. Paul.
J. H. VAJEN,	New Ulm.
EDWIN W. DIKE,	Ex-State Treasurer, St. Paul.
MERCHANTS NATIONAL BANK,	St. Paul.
L. W. RUNDLETT,	St. Paul.
Capt. E. B. GIBBS,	U. S. A., St. Paul.
BIGELOW, FLANDRAU & CLARK,	Attorneys, St. Paul.
SAMUEL D. FLAGG, M. D.,	St. Paul.
FRANK B. CLARKE,	St. Paul.
SECOND NATIONAL BANK,	St. Paul.
WILLIAM BARBOUR,	New York.
ADA W. CALDWELL,	Pittsburg, Pa.
H. L. PUTNAM,	Boston, Mass.
R. N. McLAREN,	U. S. Marshal, St. Paul.
Hon. R. R. NELSON.	U. S. District Judge, St. Paul.
EZRA FARNSWORTH,	Boston, Mass.
ANDREW HOWARD,	Pittsburg, Pa.
W. R. MERRIAM,	Banker, St. Paul.
H. E. MANN,	Clerk U. S. Court, St. Paul.
F. C. HOWES,	Hastings.
J. K. MOORE,	St. Peter.
C. B. GILBERT,	St. Paul.
GEO. A. DuTOIT,	Banker, Chaska.
JOHN PUTNAM,	Boston, Mass
GRO. HUNSAKER,	St. Paul.

RECEIPT FOR TOTAL LOSS.

$..... 188

Received of the SAINT PAUL FIRE AND MARINE INSURANCE CO. of St. Paul, Minn.,

through..... Agent, the sum of.....

.....DOLLARS, being in full satisfaction of all claims and demands against said Company,

for loss and damage by the fire which occured on the..... day of..... 188 ,

to the property insured under Policy No..... issued at the..... Agency of said

Company, in consideration of which, said Policy is hereby canceled and surrendered.

Amount Paid, - $.....

Dis. for Prepayment, $.....

Total Am't of Loss, $.....

PERSONS SUSTAINING LOSS OR DAMAGE BY FIRE.

Persons sustaining loss or damage by fire shall forthwith give notice of said loss to the Company, and as soon thereafter as possible render a particular account of such loss, signed and sworn to by them, stating whether any and what other insurance has been made on the same property, giving copies of the written portion of all Policies thereon, also the actual cash value of the property and their interest therein, for what purpose and by whom the building insured or containing the property insured, and the several parts thereof, were used at the time of the loss, when and how the fire originated, and shall also produce a certificate under the hand and seal of a Magistrate, or Notary Public (nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured,) stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has, without fraud, sustained loss on the property insured to the amount which such Magistrate or Notary Public shall certify. The assured shall, if required, submit to an examination or examinations under oath by any person appointed by the Company, and subscribe thereto when reduced to writing, and a refusal to answer any such questions, or sign such examination, shall cause a forfeiture of all claims under this Policy, and shall also produce their books of account and other vouchers, and exhibit the same for examination at the Office of the Company, and permit extracts and copies thereof to be made; the assured shall also produce certified copies of all bills and invoices, the originals of which have been lost, and shall exhibit all that remains of the property which was covered by this Policy, damaged or not damaged, for examination to any person or persons named by the Company; and as a part of the preliminary proofs of loss, the assured shall, if the claim be for building destroyed by fire, procure the duly verified certificate of some reliable and responsible builder as to the actual cash value of it immediately before said fire, which shall be attached to and form a part of such proofs, and if requested so to do, shall furnish the Company with plans and specifications of the buildings destroyed, which shall be duly verified by the oath of the assured.

When personal property is damaged the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory to be made and furnished to the Company, of the whole, naming the quantity, quality and cost of each article. The amount of sound value and of damage shall be determined by mutual agreement of the Company and the assured, or failing to thus agree, the same shall then be determined by appraisal of each article by competent persons (not interested in the loss as creditors or otherwise, nor related to the assured,) to be mutually appointed by the assured and the Company; their report in writing, to be made under oath, before any magistrate or other properly commissioned person; one-half of the appraisers' fees to be paid by the assured. The Company reserves the right to take the whole or any part of the articles at their appraised value; and until such proofs, declarations and certificates are produced, and examinations and appraisals permitted by the claimant, the loss shall not be payable.

The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured under any circumstances whatever.

In case differences shall arise touching any loss or damage, whether before or after proofs have been received in due form, the matter shall, at the written request of the Company, be submitted to impartial arbitrators, whose award in writing shall be binding on the parties as to the amount of such loss or damage, but shall not decide the liability of the Company under this Policy, and it shall be optional with the Company to repair, rebuild or replace the property lost or damaged, with other of like kind and quality, within a reasonable time, giving notice of their intention so to do within sixty days after receipt of proofs herein required.

In case of loss on property held in trust, or on commission, or if the interest of the assured be other than the entire and sole ownership, the names of the respective owners shall be set forth, together with their respective interests therein. Proof of loss must in each case be made by the owner of the property at the time of fire, whether the loss be payable to a third party, or the Policy be held as collateral security or otherwise.

The cash value of property destroyed or damaged by fire shall in no case exceed what would be the cost, less depreciation from age, use, occupation, location, and all other causes reducing its value, at the time of the fire, of replacing the same; and when buildings cannot be replaced or repaired (as under the fire limit ordinance), the Company shall be liable for the amount only that would have replaced or repaired the same, had no such ordinance been in existence.

All fraud or attempt at fraud by false swearing or otherwise, shall cause a forfeiture of all claim on this Company, and shall be a complete bar to any recovery for loss under this Policy.

It is furthermore hereby provided and mutually agreed, that no suit or action against this Company, for the recovery of any claim by virtue of this Policy, shall be sustainable in any Court of Law or Chancery, until after an award shall have been obtained, fixing the amount of such claim in the manner above provided, nor unless such suit or action shall be commenced within twelve months next ensuing after the loss shall occur; and should any suit or action be commenced against this company, after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

The **Saint Paul Fire and Marine Insurance Company** hereby consent that the interest of .....

.....in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to .....

..... 188 ..... *Agent.*

For Value Received, (consent having been previously given by the **St. Paul Fire and Marine Insurance Company,**)

.....hereby transfer, assign and set over unto .....

and.....assigns, all .....right, title and interest in this Policy, and all advantage to be derived therefrom.

WITNESS.....hand and seal this .....day of.....188

Sealed and Delivered in Presence of

.....[L. S.]

The **Saint Paul Fire and Marine Insurance Company** hereby consent that the interest of.....

.....in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to.....

..... 188 ..... *Agent.*

For Value Received, (consent having been previously given by the **St. Paul Fire and Marine Insurance Company,**)

.....hereby transfer, assign and set over unto.....

and .....assigns, all.....right, title and interest in this Policy, and all advantage to be derived therefrom.

WITNESS.....hand and seal this .....day of.....188

Sealed and Delivered in Presence of

.....[L. S.]

RECEIPT FOR CANCELLATION.

..... *188*

Received of the **Saint Paul Fire and Marine Insurance Company,**

.....Dollars Return Premium,

in consideration of which this Policy is hereby canceled and surrendered to the Company.

.....

No. 8805

$1000-

THE

SAINT PAUL

FIRE AND MARINE INSURANCE CO.

OF SAINT PAUL, MINN.

ORGANIZED 1865.

In Consideration of Seventy **Dollars**

and of the requirements, limitations and conditions hereinafter contained and hereon endorsed,

DOES INSURE Boone & Wright **Against Loss or Damage by Fire**

not exceeding the sum of One Thousand **Dollars.**

on the following specified and located property, namely.

$500 — On their 2 Stay frame building occupied as a Feed Stable

Situate on South west Corner Green & Mill Sts Boise Idaho Co Cal,

$500 — On Hay Grain & Feed Contained therein —

Other Insurance permitted

Special reference being had to the Application of the Insured of this date and number, which is hereby made a part of this Policy and a warranty on the part of the Assured.

This Policy does not cover or insure personal property of any kind, while removed from the particular building herein described, or kept or used in any other place or location, unless otherwise specified in the Policy.

And said **SAINT PAUL FIRE AND MARINE INSURANCE COMPANY,** hereby agrees to make good unto the said assured Their executors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the 29 day of Oct one thousand eight hundred and eighty 1 at 12 o'clock, at noon, to the 29 day of Oct one thousand eight hundred and eighty 2 at 12 o'clock, at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss; and to be paid in sixty days after the proofs of the same required by the Company shall have been made by the assured, and received at this office, and the loss shall have been ascertained and proved in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company have given notice of their intention to rebuild or repair the damaged premises.

1. The application, survey, plan or description of the property herein insured referred to in this Policy, shall be considered a part of this contract, and a warranty by the insured during the time this Policy is kept in force; any false representation by the assured of the condition, situation or occupancy of the property or any omission to make known every encumbrance, whether a lien, mortgage, judgment or otherwise, also every fact material to the risk, or an over valuation, or any misrepresentation whatever, either in a written or verbal application; or if the assured shall have or shall hereafter make any other contract of insurance, whether valid or not, on the property hereby insured or any part thereof, without the consent of this Company written hereon; or if the above mentioned premises shall at any time be occupied or used so as to increase the risk, or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever, or if the premises are not occupied at the time of effecting this insurance, or become vacant or unoccupied, for changing tenants or otherwise, without the assent of this Company indorsed hereon, and extra premium paid therefor, then this Policy shall be void; or if it be a manufacturing establishment, or mill of any kind, running in whole or part over or extra time, or running at night, or shall cease to be operated without special agreement indorsed on this Policy; or if the property or any part thereof shall be sold, transferred, or incumbered (by mortgage, judgment or otherwise,) or if any action or proceeding at law or otherwise shall be commenced affecting the title thereto; or if proceedings to foreclose any lien thereon shall be commenced in any way, or notice thereof shall be given; or if said property or any part thereof shall be levied upon; or if any change take place in the title, use, occupation or possession, whether by legal process, judicial decree, voluntary act, or otherwise; or if this Policy shall be assigned before a loss, without the consent of this Company indorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee or otherwise, be not truly stated in this Policy; or if the assured shall keep or use gunpowder, fireworks, nitro glycerine, phosphorus, saltpetre, nitrate of soda, petroleum, naptha, gasoline, benzine, benzole or benzine varnish, camphene, spirit gas, or any burning fluid or chemical oils, without written permission in this Policy; then, and in every such case, this Policy shall be void.

If during this insurance the above mentioned premises shall be used for, or to carry on, any unlawful traffic, trade, business or vocation therein, or for storing, using or vending therein any articles, goods or merchandise not customary and usual in the use and occupation of the premises insured, or containing the property insured, contemplated in the description thereof in this Policy, then, and from thenceforth, so long as the same shall be so appropriated, applied or used, this Policy shall cease and be of no force or effect.

2. This insurance does not apply to or cover jewels, plate, watches, musical or scientific instruments, (piano fortes in dwellings excepted,) ornaments, medals, patterns, printed music, printed books, engravings, paintings, pictures, frames, sculptures, casts, models or curiosities, unless particularly specified in this Policy. This Company shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefor be actually paid; nor for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt or securities of property of any kind; nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for any loss in or on buildings unprovided with good and substantial stone or brick chimneys, nor in consequence of any neglect or deviation from the laws or regulations of police where such exist; nor for any loss caused by the explosion of gunpowder, camphene or any explosive substance; nor by lightning or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only; which loss shall be determined by the value of the damaged property after the casualty by explosion or lightning; nor for loss or damage caused by removal of property from a building, except it be proved that such removal was necessary to preserve the property, in which case the damage shall be borne by the assured and the Company, in proportion as the sum hereby insured bears to the whole value of the property insured.

If a building shall fall, except as the result of a fire, all insurance by this Company on it or its contents shall immediately cease and determine.

3. If the interest of the assured in the property be any other than the entire, unconditional and sole ownership of the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to the Company when application for the insurance is made, and so expressed in the written part of the Policy, otherwise the Policy shall be void. When property has been sold and delivered, or is otherwise disposed of, so that all interest or liability for loss thereon by fire or otherwise on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage are not insured by this Policy, unless specifically agreed to in writing hereon.

4. The use of general terms, or anything less than a distinct, specific agreement, clearly expressed and endorsed on this Policy, shall not be construed as a waiver on any printed or written condition or restriction therein.

5. In case of any other insurance upon the property hereby insured, whether valid or not, or made prior or subsequent to the date of this Policy, the insured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount so assured thereon; and it is hereby declared and agreed that in case of the assured holding any other Policy in this or any other Company on the property insured, subject to conditions of average, this Policy shall be subject to average in like manner. Any Policy, floating or otherwise, attaching in whole or in part to the property covered by this Policy, shall, as between the assured and this Company, be considered as contributing insurance for the full amount of such Policy, and liable as such to pay PRO RATA any loss, total or partial, on the property hereby insured.

Re-insurance to be on the basis that in no event will this Company be liable for a sum greater than such portion hereby re-insured bears to the whole sum insured by the Company re-insured, and in case of loss, this Company to pay pro rata, at and in the same time and manner as the Company re-insured. It being specially agreed that this pro rata clause shall attach in case of the bankruptcy, insolvency or other failure of the Company re-insured.

6. It is further understood and made part of this contract, that the Agent of this Company has no authority to waive, modify or strike from this Policy any of its printed Conditions, nor is his assent to an increase of risk binding upon the Company, until the same is endorsed, in writing, on the Policy, and the increased premium paid; nor in case this Policy shall become void by reason of the violation of any of the conditions thereof, has the Agent power to revive the same, and that a new Policy intended to replace any Policy so made void shall be of no effect until its actual issue and delivery thereof to the assured, any contract by parole or understanding with the Agent to the contrary notwithstanding.

7. This insurance (the risk not being changed) may be continued for such further time as shall be agreed on, provided the premium therefor is paid, and a receipt signed by the officers of the Company, and countersigned by its duly authorized Agent is given for the same; and it shall be considered as continued under the original representation, and for the original amounts and divisions, unless otherwise specified in writing; but in case there shall have been any change in the risk, either within itself or by neighboring buildings, not made known to the Company by the assured at the time of renewal, this Policy and renewal shall be void.

8. This insurance may be terminated at any time at the request of the assured, in which case the Company shall retain the customary short rates for the time the Policy has been in force. This insurance may also be terminated at any time at the option of the Company on giving notice to that effect, and refunding a ratable proportion of the premium for the unexpired term of this Policy; and it is a part of this Contract that any person other than the assured who may have procured this insurance to be taken by this Company, shall be deemed to be the Agent of the assured named in this Policy, and not of this Company under any circumstances whatever, or in any transaction relating to this insurance.

☞ THE USE OF KEROSENE OIL is permitted only in consideration that the same be drawn and the lamps filled and trimmed by daylight only, provided the quality is of the standard required by the laws of the State in which this Policy is issued, but in no case below the U. S. standard of 110 deg. Fahrenheit.

☞ GAS.—The generating or evaporating within the building or contiguous thereto, of any substance for burning gas, is prohibited under this Policy, unless permitted in writing hereon.

☞ FENCES AND OTHER YARD FIXTURES, also Store Furniture and Fixtures, are not covered by insurance on the building, but must be separately and specifically insured.

☞ PLATE GLASS, doors and windows, when the plates are of the dimensions of nine square feet or more, are not covered by insurance on the building, but must be separately and specifically insured.

☞ FRESCOED WORK, or gilding on walls or ceilings, is not covered by insurance on the building, but must be separately and specifically insured.

☞ BUILDERS' RISK.—The working of carpenters, roofers, tinsmiths, gas fitters, plumbers, and other mechanics, in building, altering or repairing of the premises named in this Policy, will vitiate the same, unless permission for such work be endorsed in writing hereon.

☞ *And it is hereby mutually understood and agreed,* by and between this Company and the assured, that this Policy is made and accepted upon and with reference to the foregoing terms and conditions, and also with reference to the printed conditions and stipulations on the back of this Policy, defining and regulating the proceedings in case of loss or damage thereunder, all of which are hereby declared to be a part of this Contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

In Witness Whereof, the **SAINT PAUL FIRE AND MARINE INSURANCE COMPANY, of the City of Saint Paul,** have caused these PRESENTS to be signed by their PRESIDENT and attested by their SECRETARY, in the City of SAINT PAUL, but the same shall not be binding unless countersigned by the duly authorized Agent of said Company at San Francisco

ATTESTED:

C. A. Eaton **Secretary.**

C. H. Bigelow **President.**

Countersigned at San Francisco *this* 29 *day of* Oct 188

Andelusius Brann **Agent.**

DIRECTORS

Willard Ives,
J. M. Adams, Geo. B. Phelps,
E. F. Carter, J. T. Stevens
Hiram Dewey, H. M. Stevens,
U. S. Gilbert, Jno. A. Sherman,
Isaac Munson, J. R. Stebbins,
F. H. Munson, C. H. Waite.

WILLARD IVES, PRESIDENT. U. S. GILBERT, VICE PRESIDENT.
J. M. ADAMS, SECRETARY. C. H. WAITE, GEN'L AGENT.

A B Stewart

No. 26373

WATERTOWN FIRE INSURANCE CO. OF WATERTOWN, N.Y.

Boone & Wright
Bodie Mine Cal

Amount Insured $ 1000
Cash Premium $ 70
Ending 28 Oct 1882

Agent

HUTCHINSON & MANN, GENERAL INSURANCE AGENTS, 322 & 324 California St., San Francisco, Cal.

A. B. STEWART, Agent, BODIE, CAL.

The Watertown Fire Insurance Company hereby consent that the interest of _____ in the within Policy be assigned to _____ subject nevertheless to all the conditions therein contained.

_____ 18 _____ Agent

For Value Received, _____ hereby transfer, assign and set over unto _____ and sign all _____ right, title and interest in this Policy of Insurance, and all advantages to be derived therefrom.

Witness _____ hand and seal this _____ day of _____ 18 _____

L.S.

RECEIVED OF THE WATERTOWN FIRE INS. CO.

By the hand of _____ Agent

the sum of _____ Dollars in full for cancellation of this Policy.

_____ 18 _____

Original Premium $ _____
Earned Premium $ _____
Unearned Premium $ _____

No. 26373

Stock Policy.

$1000

BY THIS POLICY — CASH CAPITAL — PROTECT THOUGH IT TAKE MY BLOOD — $200,000.00 — OF INSURANCE

THE Watertown Fire Insurance Company

OF WATERTOWN, N.Y.

GIES & CO. BUFFALO, N.Y.

In Consideration of Seventy Dollars

and of the agreement and conditions herein contained

Insures Boone & Wright

To the amount of One Thousand Dollars

On

$500 — On their 2 Story frame building, occupied as a Livery Stable Situate on South west corner Green & Mill Sts, Bodie Mono Co., Cal,

$500 — On Hay Grain & Feed contained therein —

— Other Insurance permitted —

SPECIAL REFERENCE BEING HAD TO THE APPLICATION OF THE INSURED ON FILE IN THIS OFFICE, WHICH IS HEREBY MADE A PART OF THIS POLICY, AND A WARRANTY BY THE INSURED.

AGAINST all such immediate loss or damage sustained by the assured as may occur by FIRE OR LIGHTNING to the property above specified, but not exceeding the interest of the assured in the property, and EXCEPT as hereinafter provided, for the term of 1 Yr from the 28 day of Oct eighteen hundred and 81, at twelve o'clock, noon, to the 28 day of Oct eighteen hundred and 82, at 12 o'clock, noon, the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the fire, which loss or damage shall in no case exceed what it would then cost to repair or replace the same, deducting therefrom a suitable amount for any depreciation of such property from use or otherwise; and to be paid to the assured or their legal representatives, as hereinafter provided; subject to the following terms and conditions:

The assured by the acceptance of this Policy hereby warrants:—That any application, survey, plan, statement or description, connected with procuring this insurance, or contained in, or referred to in this Policy, is true, and shall be a part of this Policy; that the assured has not overvalued the property herein described, nor omitted to state to this Company any information material to the risk; and this Company shall not be bound under this Policy by any act of, or statement made to, or by any agent or other person, which is not contained in this Policy, or in any written paper above mentioned.

It is also a part of this warranty, that if this Policy shall be continued by renewal, it shall be considered as continued under the original representations; and that any change in the risk, not made known to this Company at the time it is so continued shall render this policy void: or if the property hereby insured, either real or personal, or any part thereof, be or shall become encumbered by mortgage, judgment or otherwise, and not so stated in the written application, or endorsed in writing on the policy, this policy and every part thereof shall be void.

THIS POLICY SHALL BECOME VOID, UNLESS CONSENT IN WRITING IS ENDORSED BY THE COMPANY HEREON, IN EACH OF THE FOLLOWING INSTANCES, VIZ:

1. If the assured is not the sole and unconditional owner of the property; or if any building intended to be insured stand on ground not owned in fee simple by the assured; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, is not truly stated in this policy; or if any change take place in the title, interest, location or possession of the property, (except in case of succession by reason of the death of the assured,) whether by sale, transfer, or conveyance, in whole or in part, or by legal process or judicial decree; or the title or possession be now or hereafter become involved in litigation, or if this policy be assigned or transferred before a loss.

2. If the assured have or shall hereafter obtain any other policy or agreement for insurance, whether valid or not, on the property above mentioned, or any part thereof.

3. If the risk be increased by any change in the occupation of the building or premises herein described, or by the erection or occupation of adjacent buildings; or by any means whatever within the knowledge of the assured.

4. If any building herein described be or become vacant or unoccupied for the purpose indicated in this contract, or become occupied in whole or in part for other and more hazardous purposes than indicated in the contract.

5. If the property herein described, being a manufacturing establishment, shall be run at night or over time, or shall cease to be operated.

6. Or if any of the following named articles be kept, stored or used in or on the premises herein described, any custom or usage of trade or manufacture to the contrary notwithstanding, viz: benzine, benzole, benzine varnish, burning fluid, chemical oils, fire-works, gasoline, gunpowder, naptha, nitro-glycerine, nitrate of soda, oily waste, petroleum and products, phosphorous, rubber cement, saltpetre, spirit-gas, or any article subject to legal restrictions.

7. If a note be taken for the premium, or any part thereof, it is covenanted as a condition of this contract, that if said note be not paid at maturity, or within thirty days thereafter, the whole amount of premium on this policy shall be considered as earned, and said policy shall be null and void so long as said note remains unpaid.

8. No officer or agent of this Company has power to waver any conditions of this contract except in the manner herein provided.

THIS COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY FOR LOSS OR DAMAGE BY FIRE IN ANY OF THE FOLLOWING INSTANCES, VIZ:

1. If caused directly or indirectly by means or in consequence of an invasion, insurrection, riot, civil war or commotion, or military power, or by order of any civil or military authority, or in consequence of any neglect or violation of any law or ordinance, or by the fraudulent act or procurement of the assured.

2. If caused by explosion of any kind, unless fire ensues and then for the loss by fire only.

3. If the building herein described or any part thereof fall, except the fall is the result of fire.

4. If caused by neglect of the assured to use all practicable means to save and protect the property at and after the fire, or when the property is endangered by a fire on neighboring premises.

5. For loss of accounts, bills, notes, deeds, manuscripts, securities or evidences of debt or property of any kind; or for loss by theft at or after the fire.

6. For any consequential or constructive loss or damage, beyond the actual damage by fire to the property, whether such loss or damage be occasioned by any ordinance or law regulating the construction or repair of buildings or otherwise; nor unless within fifteen days after the fire, the assured give written notice of the loss to this Company.

This insurance does not cover any of the following named articles or goods, unless separately and specifically mentioned in writing in the policy, viz: money or bullion, drawings, models, patterns, tools, implements, paintings, sculpture, medals, casts, curiosities, jewels, watches, scientific apparatus, store furniture and fixtures, awnings, signs, yard fixtures; nor goods held in storage.

1. KEROSENE OR REFINED PETROLEUM OILS of the legal standard may be used for LIGHTS only, lamps to be filled and trimmed by daylight and not within ten feet of artificial light.

2. MECHANICS are allowed to make ORDINARY alterations and repairs to buildings not exceeding fifteen days in each year of this insurance, without notice to the Company. Any extension of this privilege must be previously consented to in writing on this policy.

3. If any broker or other person than the assured have procured this policy, or any renewal thereof, or any endorsement thereon, he shall be deemed to be the AGENT OF THE ASSURED, and not of this Company, in any transaction relating to the insurance.

4. This insurance may be terminated at any time by request of the assured, or by the Company on giving notice to that effect. On surrender of the policy, the Company shall refund any premium that may have been paid, reserving the usual short rates in the first case, and *pro rata* rates in the other case.

5. When a fire has occurred, injuring the property herein described, the assured shall use all practicable means to save and protect the same. When PERSONAL PROPERTY is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory of the whole thereof, including property claimed to be totally destroyed, to be made and furnished to this Company, naming the quantity, quality, and cost of each article. If the loss sustained be upon a BUILDING, FIXTURES, OR MACHINERY, the assured shall, if required, furnish duly verified plans and specifications of such property destroyed or damaged. The assured shall, whenever and as often as called upon, exhibit to any person or persons named by this Company, all that remains of said property, damaged or not damaged, for examination.

6. The amount of sound value and of damage to the property may be determined by mutual agreement between the Company and the assured; or failing to agree, the same shall then, at the written request of either party, be ascertained by an appraisal of each article of personal property, or by an estimate in detail of a building by competent and impartial appraisers, one to be selected by each party, and the two so chosen shall first select an umpire to act with them in case of their disagreement; and, if the said appraisers fail to agree, they shall refer the differences to such umpire; and the award of any two, in writing, under oath, shall be binding and conclusive as to the amount of such loss or damage, but shall not decide the validity of the contract or any other question except the amount of such loss or damage. Each party shall pay their own appraiser and one-half the umpire's fee. It shall be optional with this Company to take the whole or any part of the articles at their appraised value; and also to repair, rebuild or replace the property lost or damaged, with other of like kind and quality within a reasonable time, giving notice of their intention so to do within thirty days after completion of the proofs therein required.

7. A particular statement of the loss shall be rendered this Company, at its office in Watertown, N. Y., as soon after the fire as possible, signed and sworn to by the assured, stating such knowledge or information as the assured has been able to obtain as to the time, origin and circumstances of the fire; also stating the exact nature of the title and interest of the assured, and of all others in the property herein described, all encumbrances thereon and the cash value thereof, the amount of loss or damage, all other insurance, whether valid or not, covering any of said property, and a copy of the written parts of all policies; any change in the title, use, occupation, location, possession or exposure of said property that may have occurred since the issuing of the policy; how, by whom and for what purpose, the building herein described and the several parts thereof were occupied at the time of the fire.

8. The assured shall, whenever required, submit to an examination or examinations under oath by any person appointed by this Company, and subscribe to such examinations when reduced to writing; and shall also, as often as required, produce their books of account and other vouchers, and exhibit the same for examination, either at the office of this Company or such other place as may be named by its agent, and permit extracts and copies thereof to be made; the assured shall also furnish certified copies of all bills and invoices of the property, the originals of which cannot be produced.

9. Any fraud or attempt at fraud, or any misrepresentation in any statement touching the loss, or any false swearing on the part of the assured or his agent, in any examination or in the proofs or loss or otherwise, shall cause a forfeiture of all claims on this Company under this policy; and in such case, this Company shall have the right at any time to require the same to be delivered up to be canceled.

10. This Company shall not be liable for a greater proportion of any loss sustained by the assured upon any property described in this policy than the sum hereby insured thereon bears to the whole sum insured thereon, whether such other insurance be by policies specific or otherwise, or whether prior or subsequent to this insurance, or whether such other insurance be valid or not, and without reference to the solvency of insuring companies. It is understood and agreed that this policy shall cover loss or damage by LIGHTNING to the property hereby insured, whether fire ensues or not, provided, that if there is other insurance upon the property damaged, this Company shall be liable for only such proportion of the loss or damage, as the amount insured bears to the whole amount insured thereon, whether such other insurance contains a similar clause or not. (In the event of partially non-concurrent insurance, then to determine the liability of this Company, it shall be assumed that policies other than specific shall contribute with specific policies in the proportion that the loss on the property included in each item of the specific policies bears to the total loss for which the more general policies are liable.) The adjusted claim under this policy shall be due and payable sixty days after the full completion by the assured of all the requirements herein contained.

11. Re-insurance, in case of loss, shall be settled in proportion as the sum re-insured shall bear to the whole sum specified in the contract or contracts of the re-insured company.

12. When this Company shall claim that the fire was caused by an act or omission of any person, town or corporation, which created a cause of action, the party to whom the loss is payable under this policy, shall on receiving payment, assign to this Company such cause of action.

13. It is hereby expressly provided, that no suit or action against this Company for the recovery of any claim by virtue of this policy, shall be sustainable in any Court of Law or Equity, until after full compliance by the assured with all the foregoing requirements; nor unless such suit or action shall be commenced within twelve months next after the fire shall have occurred; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim.

NOTICE.—This Policy is made and accepted in reference to foregoing terms and conditions, and shall not be valid unless countersigned by the Agent of this Company, at San Francisco

In Witness Whereof, the Watertown Fire Insurance Company on its part, has caused these presents to be signed by its President, and attested by its Secretary, in the City of Watertown, N. Y.

Jessell. Adams Secretary.

Willard Ives President.

Countersigned at San Francisco this 29 of Oct 1881

Hutchinson Brown Agent.

LA CONFIANCE COMPAGNIE ANONYME D'ASSURANCES CONTRE L'INCENDIE hereby consent that the interest of

.....in the within Policy, subject to all the terms and conditions therein men-

.....

.....

.....18.....

.....Agent.

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto .....

and.....assigns, all.....title and interest in this Policy, and all advantage to be derived therefrom.

Sealed and delivered in presence of

.....

.....

.....18

LA CONFIANCE COMPAGNIE ANONYME D'ASSURANCES CONTRE L'INCENDIE hereby consent that the interest of

.....in the within Policy, subject to all the terms and conditions therein men-

.....

.....18.....

.....Agent.

FOR VALUE RECEIVED.....hereby transfer, assign and set over unto.....

and.....assigns, all.....title and interest in this Policy, and all advantage to be derived therefrom.

Sealed and delivered in presence of

.....

.....18

If this Policy is cancelled, the following receipt is to be filled up and signed by the assured.

.....18.....

In Consideration of.....Dollars,

Return Premium, the receipt of which is hereby acknowledged, this Policy is cancelled and surrendered to LA CONFIANCE COMPAGNIE ANONYME D'ASSURANCES CONTRE L'INCENDIE.

.....Assured.

A. B. Stewart, Bodie.

FIRE POLICY

No. 5705

LA CONFIANCE

Compagnie Anonyme

D'ASSURANCES

CONTRE L'INCENDIE.

Name, Boone + Wright

Location, Bodie, Cal.

Sum Insured, - - - $ 1000.-

Premium, - - - $ 40.-

Expires on the 28 day of Oct 1882

Please read the conditions and the Policy carefully, and, if incorrect return it immediately for alteration.

HUTCHINSON & MANN,

GENERAL AGENTS,

314 CALIFORNIA STREET, SAN FRANCISCO.

A. B. STEWART, Agent,
BODIE, CAL.

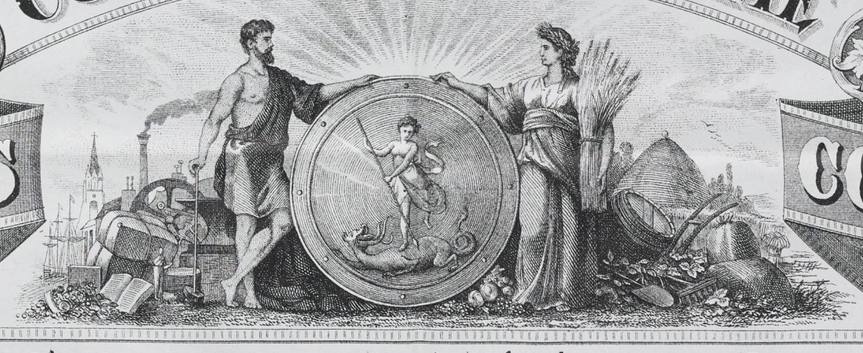
Policy No. 57205

Sum Insured $ 1000.00

LA CONFIANCE

COMPAGNIE ANONYME

D'ASSURANCES CONTRE L'INCENDIE



INCORPORATED 1844.

HOME OFFICE
2 RUE FAVART
PARIS, FRANCE.

UNITED STATES
DEPARTMENT OF THE PACIFIC
SAN FRANCISCO.

HUTCHINSON & MANN,
GENERAL AGENTS.

314 CALIFORNIA STREET,
SAN FRANCISCO.

In Consideration of Seventy Dollars.

La Confiance Compagnie Anonyme d'Assurances contre l'Incendie

Does by these presents cause Bond and Wright

and their legal representatives to be assured against Loss or Damage by Fire to the amount of One thousand Dollars.

$500.- On their 2 story frame building occupied as a feed stable, situate on the south West corner of Green & Mill Streets Bodie, Mono Co. Calª. and

$500 On Hay, grain & feed contained therein.

Other Insurance permitted.

Special reference being had to the application of the insured on file in this office, which is hereby made a part of this Policy, and a warranty by the insured.

Amount, $1000.00 *Rate,* 2% *Time,* 1 year *Premium,* $20.00

AND THE SAID COMPANY hereby agrees to make good unto the said assured, their executors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the 28 day of Oct one thousand eight hundred and 81 at twelve o'clock at noon, to the 28 day of Oct one thousand eight hundred and 82 at twelve o'clock at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after the proofs of the same required by the Company shall have been made by the assured and received at this Office, and the loss shall have been ascertained and proved, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given notice of their intention to rebuild or repair the damaged premises.

I. VOIDS A POLICY.—If an application, survey, plan or description of the property herein insured is referred to in this Policy, such application, survey, plan or description, shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation or occupancy of the property, or any omission to make known every fact material to the risk, or an over-valuation, or any misrepresentation whatever, either in a written application or otherwise; or if the assured shall have or shall hereafter make any other insurance on the property hereby insured, or any part thereof, without the consent of the Company written hereon; or if the above-mentioned premises shall be occupied or used so as to increase the risk, or become vacant or unoccupied, and so remain for more than ten days without notice to, and consent of, this Company in writing or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without the consent of this Company indorsed hereon; or if it be a manufacturing establishment running in whole or in part over or extra time, or running at night, or if it shall cease to be operated, without special agreement indorsed on this Policy; or if the property be sold or transferred, or upon the passing or entry of a decree of foreclosure, or upon a sale under a deed of trust, or if the property insured be assigned under any bankrupt or insolvent law, or any change take place in title or possession, (except in case of succession by reason of the death of the assured,) whether by legal process, or judicial decree, or voluntary transfer, or conveyance; or if this policy shall be assigned before a loss without the consent of the Company endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep, or use or permit to be kept or used on the premises, gunpowder, fireworks, nitro-glycerine, phosphorus, petroleum, naphtha, gasoline, benzine, benzole or benzine varnish, or camphene, spirot gas or burning fluid or chemical oils, without written permission in this Policy; and if so kept or used on the premises by the assured, without consent endorsed hereon then, and in every such case, this Policy shall be void.

II. NOT LIABLE FOR.—This insurance does not apply to nor cover jewels, jewelry, plate, watches, musical or scientific instruments, (pianos in dwellings excepted,) ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models or curiosities, unless particularly specified in this Policy, and not for an amount exceeding the actual cost of same, unless by special agreement in Policy. This Company shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefore be actually paid; nor for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for *Profits* on merchandise or other property, or commissions on merchandise in hands of consignees, nor for any indefinite, indirect, consequential or prospective damage whatever, nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for any loss in or on buildings unprovided with good and substantial stone or brick chimneys, the absence of which has been the cause of the fire: nor in consequence of any neglect or deviation from the laws or regulations of police, where such exist; nor for any loss caused by the explosion of gunpowder, or any explosive substance; nor by lightning, unless specifically mentioned, or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casuality by explosion or lightning.

III. If a building shall fall, except as the result of a fire, all insurance by this Company shall immediately cease and determine.

IV. OF OWNERSHIP.—If the interest of the assured in the property be any other than the entire, unconditional and sole ownership in the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to the Company, and so expressed in the written part of this Policy; otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage are not insured under this Policy, unless specially mentioned.

V. OF HAZARDS.—If, during this insurance, the above-mentioned premises shall be used for any trade, business or vocation, or for storing, using or vending therein any of the articles, goods or merchandise denominated hazardous or extra hazardous, or specially hazardous; or if the occupation of such premises be changed from one of the class denominated extra hazardous or specially hazardous to that of another of the same class, except as herein specially agreed to in writing upon this Policy; then, and from thenceforth, so long as the same shall be so appropriated, applied or used, this policy shall cease and be of no force or effect.

VI. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured. The use of general terms, or anything less than a distinct specific agreement, clearly expressed and endorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

VII. OF OTHER INSURANCE.—In case of any other insurance upon the property hereby insured, whether made prior or subsequent to the date of this Policy, the assured hall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed that in case of the assured holding any other Policy in this or any other Company on the property insured subject to the conditions of average, this Policy shall be subject to average in like manner.

Re-insurance, in case of loss, to be settled in proportion as the sum re-insured shall bear to the whole sum covered by the re-insured Company.

When property insured under this Policy is damaged by removal from a building exposed to loss by fire, such damage shall be borne by the insured and the insurers, in such proportion as the whole sum insured bears to the whole value of the property insured, of which proof in due form required by this Policy shall be made by the claimant so insured.

VIII. MAY BE TERMINATED.—The insurance may be terminated at any timed at the request of the assured, in which case the Company shall retain only the customary short rates for the time the Policy has been in force. The insurance may also be terminated any time at the option of the Company, on giving notice to that effect, and refunding ratable portion of the premium for the unexpired term of the Policy.

IX. OF BROKERS AND AGENTS.—It is a part of this contract that any person, other than the assured, who may have procured this insurance to be taken by this Company shall be deemed to be the agent of the assured named in this Policy, and not of this Company under any circumstances whatever, or in any transaction relating to the insurance.

X. OF LOSSES.— Persons sustaining loss or damage by fire shall forthwith give notice of said loss to the Company, and, as soon thereafter as possible, render a particular account of such loss, signed and sworn to by them, stating whether any and what other insurance has been made on the same property, giving copies of the written portion of all Policies thereon, also the actual cash value of the property and their interest therein, for what purpose and by whom the building insured, or containing the property insured, and the several parts thereof were used at the time of the loss, when and how the fire originated, and shall also produce a certificate under the hand and seal of a Notary Public (nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured,) stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has, without fraud, sustained loss on the property insured to the amount which such Magistrate or Notary Public shall certify. The assured shall, if required, submit to an examination or examinations under oath, by any person appointed by the Company, and subscribe to such examination when reduced to writing, and shall also produce the books of account, bills, invoices and other vouchers and exhibit the same for examination at the Office of the Company, and permit extracts and copies thereof to be made; the assured shall also produce certified copies of all bills and invoices, the originals of which have been lost, and shall exhibit all that remains of the property which was covered by this Policy, damaged or not damaged, for examination to any person or persons named by the Company. When personal property is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory to be made, and furnished to the Company, of the whole, naming the quantity, quality and cost of each article. The amount of sound value and of damage shall be determined by mutual agreement between the Company and the assured, or failing thus to agree, the same shall then be ascertained by appraisal of each article by competent persons (not interested in the loss as creditors or otherwise, nor related to the assured or sufferers) to be mutually appointed by the assured and the Company; their report, in writing, to be made under oath before any magistrate or other properly commissioned person; one half of the appraisers' fees to be paid by the assured. The Company reserves the right to take the whole or any part of the articles at their appraised value; and until such proofs, declarations and certificates are produced, and examinations and appraisals permitted by the claimant, the loss shall not be payable. In case of loss on property held in trust, or on commission, or if the interest of the assured be other than the entire and sole ownership, the names of the respective owners shall be set forth in the proofs of loss, together with their respective interests therein. If this Policy is made payable in case of loss, to a third party, or held as collateral security, the proofs of loss shall be made by the party originally insured, unless there has been an actual sale of the property insured. ALL FRAUD OR ATTEMPT AT FRAUD, BY FALSE SWEARING, OR OTHERWISE, SHALL FORFEIT ALL CLAIM ON THIS COMPANY, and shall be a complete bar to any recovery for loss under this Policy. In case differences shall arise touching any loss or damage after proof thereof has been received in due form, the matter shall, at the written request of either party, be submitted to impartial appraisers, whose award in writing shall be binding on the parties as to the amount of such loss or damage, but shall not decide the liability of the Company under this Policy; and, further, that it shall be optional with the Company to repair, rebuild or replace the property lost or damaged with other of like kind and quality within a reasonable time, giving notice of their intention so to do within thirty days after the receipt of the proofs herein required; and in case this Company elect to rebuild, or not, the assured shall, if required, furnish plans and specifications of the buildings damaged or destroyed, which shall be duly verified by the oath of the assured. The cash value of the property destroyed or damaged by fire shall in no case exceed what would be the cost to the assured, at the time of the fire, of replacing the same; and in case of the depreciation of such property from use or otherwise, a suitable deduction from the cash cost of replacing shall be made, to ascertain the actual cash value at the time of the fire. If claim shall be made against this Company by a mortagee holding this Policy as collateral security and this Company shall pay the same and claim that as to the mortagor or owner no liability existed, this Company shall at once be legally subrogated to all the rights of the mortagee under all the securities held as collateral to the mortgage debt to the extent of such payment, or at its option may pay the mortagee the whole principal due or to become due on the mortgage with interest, and shall receive therefore a full assignment and transfer of the same, and all other securities, held as collateral to the mortgage debt.

XI. RENEWAL.—This insurance, the risk not being changed, may be continued for such further time as shall be agreed on, provided the premium therefor is paid and endorsed on this Policy, or a receipt given for the same; and it shall be considered as continued under the original representation, and for the original amounts and divisions, unless otherwise specified in writing. But in case there shall have been any change in the risk, either within itself or by neighboring buildings, not made known to the Company by the assured at the time of renewal, this Policy and renewal shall be void.

XII. LIMITATION TO SUITS.—It is furthermore expressly provided and mutually agreed, that no suit or action against this Company, for the recovery of any claim by virtue of this Policy shall be sustainable in any Court of Law or Chancery, until after an award shall have been obtained, fixing the amount of such claim in the manner above provided, nor unless such suit or action shall be commenced within twelve months after the loss shall occur; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

☞THE USE OF KEROSENE OIL, when of the standard of 120 degrees Fahr. quality, for lights only in stores and dwellings, is permitted, provided the same shall be drawn, and the lamps filled and trimmed by daylight only, and without the use of artificial light.

☞GAS.—The generating or evaporating within the building or contiguous thereto of any substance for a burning gas, or the use of gasoline for lighting, is prohibited under this Policy, unless permitted in writing hereon.

☞FRESCOED WORK, or Gilding on walls or ceilings, is not covered by insurance on the building, but may be separately insured.

☞FENCES AND OTHER YARD FIXTURES, also Store Furniture and Fixtures, also Plate Glass Doors and Windows, when the Plates are of the dimensions of three square feet or more, are not insured under this Policy, unless separately and specially mentioned.

☞BUILDERS' RISK.—The working of carpenters, roofers, tinsmiths, gas-fitters, plumbers, or other mechanics, in building, altering or repairing the premises named in this Policy, will vitiate the same, unless permission for such works be endorsed in writing hereon, except in dwelling houses only, where five days are allowed in any one year for incidental repairs, without notice or endorsement.

AND IT IS HEREBY UNDERSTOOD AND AGREED by and between this Company and the assured, that this Policy is made and accepted in reference to the foregoing terms and conditions, which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

IN WITNESS WHEREOF, the signature of the Agents of the said Company in San Francisco, California, hath been hereunto affixed, this 29 *day of* Oct 188 1

Hutchinson & Mann General Agents.

LA CONFIANCE COMPAGNIE ANONYME D'ASSURANCES CONTRE L'INCENDIE, hereby consent that the interest of .....in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to.....

.....188....

.....Agent.

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto.....and.....assigns, all.....title and interest in this policy, and all advantage to be derived therefrom.

Sealed and delivered in presence of

.....

.....

.....188

.....SEAL.

LA CONFIANCE COMPAGNIE ANONYME D'ASSURANCES CONTRE L'INCENDIE hereby consent that the interest of .....in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to.....

.....

.....188....

.....Agent.

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto.....and.....assigns all.....title and interest in this policy, and all advantage to be derived therefrom.

Sealed and delivered in presence of

.....

.....

.....188

.....SEAL.

☞ If this Policy is cancelled, the following receipt is to be filled up and signed by the assured.

.....188.....

In Consideration of.....Dollars,

Return Premium, the receipt of which is hereby acknowledged, this Policy is cancelled and surrendered to the LA CONFIANCE COMPAGNIE ANONYME D'ASSURANCES CONTRE L'INCENDIE.

.....Assured.

Stewart

Fire Policy.

No 60708

LA CONFIANCE

Compagnie Anonyme

D'ASSURANCES

CONTRE L'INCENDIE.

Name Harvey Bunn

Location, Boaie Cal

Sum Insured, - - $ 750-

Premium, - - - $ 6.50

Expires on the 21 day of Oct 1883

Please read the conditions and the policy carefully, and, if incorrect, return it immediately for alteration.

HUTCHINSON & MANN,

GENERAL AGENTS,

314 CALIFORNIA STREET, SAN FRANCISCO.

Policy No. 60208

Sum Insured $ 750—

LA CONFIANCE

COMPAGNIE ANONYME

D'ASSURANCES CONTRE L'INCENDIE

INCORPORATED 1844.

HOME OFFICE
2 RUE FAVART
PARIS, FRANCE.

UNITED STATES
DEPARTMENT OF THE PACIFIC
SAN FRANCISCO.

HUTCHINSON & MANN.
GENERAL AGENTS.

322 & 324 CALIFORNIA ST. } San Francisco,
302 & 304 SANSOME ST. } California.

In Consideration of Sixty Seven 50/100 Dollars.

La Confiance Compagnie Anonyme d' Assurances contre l'Incendie—

Does by these presents cause Harvey Boone

and his legal representatives to be assured against Loss or Damage by Fire to the amount of Seven Hundred & Fifty Dollars.

$250— on the 1 Story frame building, occupied as a Store, Situate on the North west Corner of Green & main Sts, Boaz Mono Co Cal

$500— on Stock of genral merchandise, Such as is usually kept in a Country Store while Contained therein

$7250 Other Insurance permitted

PERMITTED TO KEEP NOT EXCEEDING FIFTY [50] POUNDS OF GUN POWDER AND TWO HUNDRED [200] GALLONS REFINED KEROSENE.

Special reference being had to the application of the insured on file in this office, which is hereby made a part of this Policy, and a warranty by the insured.

Amount, $ 750— Rate, 9 % Time, 1 Year Premium, $ 6 75

AND THE SAID COMPANY hereby agrees to make good unto the said assured, his executors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the 21 day of Oct one thousand eight hundred and 82 at twelve o'clock at noon, to the 21 day of Oct one thousand eight hundred and 83 at twelve o'clock at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after the proofs of the same required by the Company shall have been made by the assured and received at this Office, and the loss shall have been ascertained and proved, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given notice of their intention to rebuild or repair the damaged premises.

I. VOIDS A POLICY.—If an application, survey, plan or description of the property herein insured is referred to in this Policy, such application, survey, plan or description shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation or occupancy of the property, or any omission to make known every fact material to the risk, or an over-valuation, or any misrepresentation whatever, either in a written application or otherwise; or if the assured shall have, or shall hereafter make any other insurance on the property hereby insured, or any part thereof, without the consent of the Company written hereon; or if the above-mentioned premises shall be occupied or used so as to increase the risk, or become vacant or unoccupied, and so remain for more than ten days without notice to, and consent of, this Company, in writing, or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without the consent of this Company endorsed hereon; or if it be a manufacturing establishment running in whole or in part over or extra time, or running at night, or if it shall cease to be operated, without special agreement endorsed on this Policy; or if the property be sold or transferred, or upon the passing or entry of a decree of foreclosure, or upon a sale under a deed of trust, or if the property insured be assigned under any bankrupt or insolvent law, or any change takes place in title or possession, (except in case of succession by reason of the death of the assured,) whether by legal process, or judicial decree, or voluntary transfer, or conveyance; or if this policy shall be assigned before a loss without the consent of the Company endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep, or use or permit to be kept or used on the premises, gunpowder, fireworks, nitro-glycerine, phosphorus, petroleum, naptha, gasoline, benzine, benzole or benzine varnish, or camphene, spirit gas or burning fluid or chemical oils, without written permission in this Policy; and if so kept or used on the premises by the assured without consent endorsed hereon, then, and in every such case, this Policy shall be void.

II. NOT LIABLE FOR.—This insurance does not apply to nor cover jewels, jewelry, plate, watches, musical or scientific instruments, (pianos in dwellings excepted,) ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models or curiosities, unless particularly specified in this Policy, and not for an amount exceeding the actual cost of same, unless by special agreement in Policy. This Company shall not be liable by virtue of this Policy, until the premium therefore be actually paid; nor for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for *Profits* on merchandise or other property, or commissions on merchandise in hands of consignees, nor for any indefinite, indirect, consequential or prospective damage whatever, nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for any loss in or on buildings unprovided with good and substantial stone or brick chimneys, the absence of which has been the cause of the fire; nor in consequence of any neglect or deviation from the laws or regulations of police, where such exist; nor for any loss caused by the explosion of gunpowder, or any explosive substance, nor by lightning, unless specifically mentioned, or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion or lightning.

III. If a building shall fall, except as the result of a fire, all insurance by this Company, on it, or its contents, shall immediately cease and determine.

IV. OF OWNERSHIP.—If the interest of the assured in the property be any other than the entire, unconditional and sole ownership in the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to the Company, and so expressed in the written part of this Policy, otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage are not insured under this Policy, unless specially mentioned.

V. OF HAZARDS.—If, during this insurance, the above-mentioned premises shall be used for any trade, business or vocation, or for storing, using or vending therein any of the articles, goods or merchandise denominated hazardous or extra hazardous, or specially hazardous; or if the occupation of such premises be changed from one of the class denominated extra hazardous or specially hazardous to that of another of the same class, except as herein specially agreed to in writing upon this Policy; then, and from thenceforth, so long as the same shall be so appropriated, applied or used, this policy shall cease and be of no force or effect.

VI. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured. The use of general terms, or anything less than a distinct, specific agreement, clearly expressed and indorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

VII. OF OTHER INSURANCE.—In case of any other insurance, upon the property hereby insured, whether made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed that in case of the assured holding any other Policy in this or any other Company on the property insured subject to the conditions of average, this Policy shall be subject to average in like manner.

VIII. MAY BE TERMINATED.—The insurance may be terminated at any time at the request of the assured, in which case the Company shall retain only the customary short rates for the time the Policy has been in force. The insurance may also be terminated any time at the option of the Company, on giving notice to that effect, and refunding a ratable portion of the premium for the unexpired term of the Policy.

IX. OF BROKERS AND AGENTS.—It is a part of this contract that any person, other than the assured, who may have procured this insurance to be taken by this Company, shall be deemed to be the agent of the assured named in this Policy, and not of this Company under any circumstances whatever, or in any transaction relating to the insurance.

X. PROCEEDINGS IN CASE OF LOSS.—When a fire has occurred, injuring the property herein described, the assured shall use all practicable means to save and protect the same; and shall give immediate notice of the loss in writing, to this Company. When personal property is damaged, the assured shall forthwith cause it to be put in good order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory of the whole thereof, including property claimed to be totally destroyed, to be made and furnished to this Company, naming the quantity, quality and cost of each article. If the loss sustained be upon a building, fixtures or machinery, the assured shall, if required, furnish duly verified plans and specifications of such property destroyed or damaged. The assured shall, whenever and as often as called upon, exhibit to any person or persons named by this Company, all that remains of the said property, damaged or not damaged, for examination.

2. The amount of sound value and of damage to the property, whether the destruction of same be total or partial, may be determined by mutual agreement between the Company and the assured; or, failing to agree, the same shall then, at the written request of either party, be ascertained by an appraisal of each article of personal property, or by an estimate in detail of a building, by competent and impartial appraisers, one to be selected by each party, and the two so chosen shall first select an umpire to act with them in case of their disagreement; and, if the said appraisers fail to agree, they shall refer the differences to such umpire; and the award of any two, in writing, under oath, shall be binding and conclusive as to the amount of such loss or damage, but shall not decide as to the validity of the contract or any other question except the amount of such loss or damage. Each party shall pay their own appraisers and one-half the umpire's fee. It shall be optional with this Company to take the whole or any part of the articles at their appraised value; and also to repair, rebuild or replace the property lost or damaged, or any portion thereof, with other of like kind and quality within a reasonable time, giving notice of their intention so to do within thirty days after completion of the proofs herein required.

3. A particular statement of the loss shall be rendered to the Company, as soon after the fire as possible, signed and sworn to by the assured, stating such knowledge or information as the insured has been able to obtain as to the time, origin and circumstances of the fire; also stating the exact nature of the title and interest of the assured and of all others in the property herein described, all incumbrances thereon and the cash value thereof, the amount of loss or damage, all other insurance, whether valid or not, covering any of said property, and a copy of the written parts of all policies; any changes in the title, use, occupation, location, possession or exposures of said property that may have occurred since the issuing of the policy; how, by whom and for what purpose, the building herein described and the several parts thereof were occupied at the time of the fire; and shall, if required, furnish a certificate under the hand and seal of the chief of the fire department or other officer having charge of the investigation of fires (if said property is situate within the jurisdiction of any such officer, and if not, then under the hand and seal of a magistrate nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured) stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has honestly sustained loss on the property herein described to the amount to which such officer shall certify.

4. The assured, his, her or their agents and employees, shall whenever required, submit to an examination or examinations under oath by any person appointed by this Company, and subscribe to such examinations when reduced to writing; and shall also, as often as required, produce their books of account and other vouchers, and exhibit the same for examination, either at the office of this Company or such other place as may be named by its agent, and permit extracts and copies thereof to be made; the assured shall also furnish certified copies of all bills and invoices of the property, the originals of which cannot be produced.

5. Any fraud or attempt at fraud, or any misrepresentation in any statement touching the loss, or any false swearing on the part of the assured or his agent, or employees, in any examination or in the proofs of loss or otherwise, shall cause a forfeiture of all claim on this Company under this Policy; and in such case this Company shall have the right at any time to require the same to be delivered up to be cancelled.

6. This Company shall not be liable for a greater proportion of any loss sustained by the assured upon any property described in this Policy than the sum hereby insured thereon bears to the whole sum insured thereon, whether such other insurance be by policies specific or otherwise, or whether prior or subsequent to this insurance, or whether such other insurance be valid or not, and without reference to the solvency of other insurance companies. In the event of partially non-concurrent insurance, then to determine the liability of this it shall be assumed that all policies other than specific shall contribute with specific policies in the proportion that the loss on the property included in each item of the specific policies bears to the total loss for which the more general policies are liable. The adjusted claim under this Policy shall be due and payable sixty days after the full completion by the assured of all the requirements herein contained.

7. When property insured under this Policy is damaged by removal from a building exposed to loss by fire, such damage shall be borne by the insured and the insurers, in such proportion as the whole sum insured bears to the whole value of the property insured, of which proof in due form required by this Policy, shall be made by the claimant so insured.

8. When this Company shall claim that the fire was caused by an act or omission of any person, town or corporation, which created a cause of action, the party to whom the loss is payable under this Policy shall, on receiving payment, assign to the Company such cause of Action.

9. Re-insurance, in case of loss, shall be settled in proportion as the sum re-insured shall bear to the whole sum specified in the contract or contracts of the re-insured companies.

XI. LIMITATION TO SUITS.—It is furthermore expressly provided, and mutually agreed, that no suit or action against this Company, for the recovery of any claim by virtue of this Policy shall be sustainable in any Court of Law or Chancery, until after full compliance by the assured with all the foregoing requirements, and an award shall have been obtained, fixing the amount of such claim in the manner above provided; nor unless such suit or action shall be commenced within twelve months after the loss shall occur; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

☞ THE USE OF KEROSENE OIL, when of the standard of 120 degrees Fahr. quality, for lights only in stores and dwellings, is permitted, provided the same shall be drawn, and the lamps filled and trimmed by daylight only, and without the use of artificial light.

☞ GAS.—The generating or evaporating within the building or contiguous thereto of any substance for a burning gas, or the use of gasoline for lighting, is prohibited under square feet or this Policy, unless permitted in writing hereon.

☞ FRESCOED WORK, or Gilding on walls or ceilings, is not covered by insurance on the building, but may be separately insured.

☞ FENCES AND OTHER YARD FIXTURES, also Store Furniture and Fixtures, also Plate Glass Doors and Windows, or Mirrors, when the Plates are of the dimensions of three more, are not insured under this Policy, unless separately and specially mentioned.

☞ BUILDERS' RISK.—The working of carpenters, roofers, tinsmiths, gas-fitters, plumbers or other mechanics, in building, altering or repairing the premises named in this Policy, will vitiate the same, unless permission for such works be endorsed in writing hereon, except in dwelling houses only, where five days are allowed in any one year for incidental repairs, without notice or endorsement.

This Policy is made and accepted on the above express conditions; and in witness whereof, the undersigned, being duly authorized hereunto, for and on behalf of the **La Confiance Compagnie Anonyme d' Assurances contre l' Incendie** have subscribed their names to these presents at San Francisco, this 5 day of Oct 1882

Hutchinson & Mann General Agents.

THE FIRE INSURANCE ASSOCIATION (LIMITED), hereby consents that the interest of .....

.....in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to .....

.....188..... Agent.

FOR FULL VALUE RECEIVED, ...hereby transfer, assign and set over unto .....

and .....assigns, all .....title and interest in this policy, and all advantage to be derived therefrom.

Sealed and delivered in presence of

SEAL.

.....188.....

THE FIRE INSURANCE ASSOCIATION (LIMITED), hereby consents that the interest of .....

.....in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to .....

.....188..... Agent.

FOR VALUE RECEIVED, ...hereby transfer, assign and set over unto .....

and .....assigns, al .....title and interest in this policy, and all advantage to be derived therefrom.

Sealed and delivered in presence of

SEAL.

.....188.....

☞ If this Policy is cancelled, the following receipt is to be filled up and signed by the assured.

.....188.....

IN CONSIDERATION OF .....DOLLARS,

Return Premium, the receipt of which is hereby acknowledged, this Policy is cancelled and surrendered to THE FIRE INSURANCE ASSOCIATION (LIMITED).

.....Assured.

Sent Bill

FIRE POLICY.

No. 1053

THE

FIRE INSURANCE

ASSOCIATION

(LIMITED),

LONDON, ENGLAND.

Name, Harvey Boone

Location, Bodie, Cal.

Sum Insured, - - $ 450 -

Premium, - - $ 6 75

Expires on the 21 day of Oct 188 3

Please read the conditions and the policy carefully, and, if incorrect, return it immediately for alteration.

HUTCHINSON & MANN,

GENERAL AGENTS,

N. E. COR. CALIFORNIA AND SANSOME STS., SAN FRANCISCO.

THE FIRE INSURANCE ASSOCIATION,

(LIMITED,)

Head Office, 158 Leadenhall Street, London.

Capital, $5,000,000. Subscribed, $2,500,000.

Chairman, - - - - - COL. KINGSCOTE, C. B., M. P.
Deputy Chairman, - - - SIR THOMAS DAKEN, Alderman.
General Manager, - - - W. P. CLIREHUGH.

DIRECTORS:

HON. EVELYN ASHLEY, M. P.
CHARLES ROBERT BESLEY (Besleys & Wilson).
ABEL CHAPMAN (Barton & Co.)
ALFRED CRAMPTON (Copestake, Hughes, Crampton & Co.)
R. N. FOWLER, M. P., Alderman (Dimsdale, Fowler, Barnard & Co.)
HENRY A. ISAACS (M. Isaacs & Son).
JOHN J. KINGSFORD (Kingsford & Lay).
SAM. MENDEL.
JOHN TEMPLETON MORGAN (Middleton, Son & Co.)
ROBERT BARCLAY REYNOLDS (Lathbury & Co.)
SAMUEL GURNEY SHEPPARD (Sheppards, Pelley & Alcard).

HUTCHINSON & MANN,

GENERAL AGENTS,

N. E. COR. CALIFORNIA AND SANSOME STS., SAN FRANCISCO.

Policy No. 406053

Sum Insured $ 750-

THE FIRE Insurance Association LIMITED OF LONDON.

CAPITAL, FIVE MILLION DOLLARS

SUBSCRIBED CAPITAL, TWO AND A HALF MILLION DOLLARS

HOME OFFICE 158 LEADENHALL ST. LONDON, ENGLAND.

HUTCHINSON AND MANN, GENERAL AGENTS, DEPARTMENT OF THE PACIFIC. N.E. CORNER CALIFORNIA AND SANSOME STS.

In Consideration of Sixty Seven 50/100 Dollars.

THE FIRE INSURANCE ASSOCIATION, (LIMITED) OF LONDON.

Does by these presents cause Harvey Boone and His legal representatives to be assured against Loss or Damage by Fire to the amount of Seven Hundred and Fifty Dollars.

$750.- On the 1 story frame building occupied as store situate on the north west corner of Green & Main Streets, Bodie, Mono Co., Cal. and

$500.- On stock of general merchandise such as is usually kept in a country store while contained therein.-

$1250.- Other Insurance permitted.

PERMITTED TO KEEP NOT EXCEEDING FIFTY (50) POUNDS OF GUN POWDER AND TWO HUNDRED (200) GALLONS REFINED KEROSENE.

Special reference being had to the application of the insured on file in this office, which is hereby made a part of this Policy, and a warranty by the insured.

Amount, $ 750 Rate, 9% Time, 1 year Premium, $ 67.50

AND THE SAID ASSOCIATION hereby agrees to make good unto the said assured, his executors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the 21 day of Oct one thousand eight hundred and 82 at twelve o'clock at noon, to the 21 day of Oct one thousand eight hundred and 83 at twelve o'clock at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after the proofs of the same required by the Association shall have been made by the assured and received at this Office, and the loss shall have been ascertained and proved, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Association shall have given notice of their intention to rebuild or repair the damaged premises.

I. VOIDS A POLICY.—If an application, survey, plan or description of the property herein insured is referred to in this Policy, such application, survey, plan or description shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation or occupancy of the property, or any omission to make known every fact material to the risk, or an over-valuation, or any misrepresentation whatever, either in a written application or otherwise; or if the assured shall have, or shall hereafter make any other insurance on the property hereby insured, or any part thereof, without the consent of the Association written hereon; or if the above-mentioned premises shall be occupied or used so as to increase the risk, or become vacant or unoccupied, and so remain for more than ten days without notice to, and consent of, this Association in writing; or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without the consent of this Association endorsed hereon; or if it be a manufacturing establishment running in whole or in part over or extra time, or running at night, or if it shall cease to be operated, without special agreement endorsed on this Policy; or if the property be sold or transferred, or upon the passing or entry of a decree of foreclosure, or upon a sale under a deed of trust, or if the property insured be assigned under any bankrupt or insolvent law, or any change take place in title or possession, (except in case of succession by reason of the death of the assured,) whether by legal process, or judicial decree, or voluntary transfer, or conveyance; or if this policy shall be assigned before a loss without the consent of the Association endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep, or use or permit to be kept or used on the premises, gunpowder, fireworks, nitro-glycerine, phosphorus, petroleum, naptha, gasoline, benzine, benzole or benzine varnish, or camphine, spirit gas or burning fluid or chemical oils, without written permission in this Policy; and if so kept or used on the premises by the assured, without consent endorsed hereon, then, and in every such case, this Policy shall be void.

II. NOT LIABLE FOR.—This insurance does not apply to or cover jewels, jewelry, plate, watches, musical or scientific instruments, (pianos in dwellings excepted,) ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models or curiosities, unless particularly specified in this Policy; and not for an amount exceeding the actual cost of same, unless by special agreement in Policy. This Association shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefor be actually paid; nor for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for *Profits* on merchandise or other property, or commissions on merchandise in hands of consignees, nor for any indefinite, indirect, consequential or prospective damages whatever, nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for any loss in or on buildings unprovided with good and substantial stone or brick chimneys, the absence of which has been the cause of the fire; nor in consequence of any neglect or deviation from the laws or regulations of police, where such exist; nor for any loss caused by the explosion of gunpowder, or any explosive substance; nor by lightning, unless specifically mentioned, or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion or lightning.

III. If a building shall fall, except as the result of a fire, all insurance by this Association on it or its contents, shall immediately cease and determine.

IV. OF OWNERSHIP.—If the interest of the assured in the property be any other than the entire, unconditional and sole ownership in the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to the Association and so expressed in the written part of this Policy; otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage are not insured under this Policy, unless specially mentioned.

V. OF HAZARDS.—If, during this insurance, the above-mentioned premises shall be used for any trade, business or vocation, or for storing, using or vending therein any of the articles, goods or merchandise denominated hazardous or extra hazardous, or specially hazardous; or if the occupation of such premises be changed from one of the class denominated extra hazardous or specially hazardous to that of another of the same class, except as herein specially agreed to in writing upon this Policy; then, and from thenceforth, so long as the same shall be so appropriated, applied or used, this policy shall cease and be of no force or effect.

VI. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Association will not be liable for damage caused by such failure; and there can be no abandonment to the Association of the property insured. The use of general terms, or anything less than a distinct, specific agreement, clearly expressed and endorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

VII. OF OTHER INSURANCE.—In case of any other insurance upon the property hereby insured, whether made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of this Association no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed that in case of the assured holding any other Policy in this or any other Association on the property insured subject to the conditions of average, this Policy shall be subject to average in like manner.

Re-insurance, in case of loss, to be settled in proportion as the sum re-insured shall bear to the whole sum covered by the re-insured Association.

When property insured under this Policy is damaged by removal from a building exposed to loss by fire, such damage shall be borne by the insured and the insurers, in such proportion as the whole sum insured bears to the whole value of the property insured, of which proof in due form required by this Policy shall be made by the claimant so insured.

VIII. MAY BE TERMINATED.—The insurance may be terminated at any time at the request of the assured, in which case the Association shall retain only the customary short rates for the time the Policy has been in force. The insurance may also be terminated at any time at the option of the Association, on giving notice to that effect, and refunding a ratable portion of the premium for the unexpired term of the Policy.

IX. OF BROKERS AND AGENTS.—It is a part of this contract that any person, other than the assured, who may have procured this insurance to be taken by this Association, shall be deemed to be the agent of the assured named in this Policy, and not of this Association under any circumstances whatever, or in any transaction relating to the insurance.

X. PROCEEDINGS IN CASE OF LOSS.—1. When a fire has occurred, injuring the property herein described, the assured shall use all practicable means to save and protect the same; and shall give immediate notice of the loss in writing, to this Association. When personal property is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory of the whole thereof, including property claimed to be totally destroyed, to be made and furnished to this Association, naming the quantity, quality and cost of each article. If the loss sustained be upon a building, fixtures or machinery, the assured shall, if required, furnish duly verified plans and specifications of such property destroyed or damaged. The assured shall, whenever and as often as called upon, exhibit to any person or persons named by this Association, all that remains of the said property, damaged or not damaged, for examination.

2. The amount of sound value and of damage to the property, whether the destruction of same be total or partial, may be determined by mutual agreement between the Association and the assured; or, failing to agree, the same shall then, at the written request of either party, be ascertained by an appraisal of each article of personal property, or by an estimate in detail of a building, by competent and impartial appraisers, one to be selected by each party, and the two so chosen shall first select an umpire to act with them in case of their disagreement; and, if the said appraisers fail to agree, they shall refer the differences to such umpire; and the award of any two, in writing, under oath, shall be binding and conclusive as to the amount of such loss or damage, but shall not decide as to the validity of the contract or any other question except the amount of such loss or damage. Each party shall pay their own appraisers and one-half the umpire's fee. It shall be optional with this Association to take the whole or any part of the articles at their appraised value; and also to repair, rebuild or replace the property lost or damaged with other of like kind and quality within a reasonable time, giving notice of their intention so to do within thirty days after completion of the proofs herein required.

3. A particular statement of the loss shall be rendered to the association, as soon after the fire as possible, signed and sworn to by the assured, stating such knowledge or information as the insured has been able to obtain as to the time, origin and circumstances of the fire; also stating the exact nature of the title and interest of the assured and of all others in the property herein described, all incumbrances thereon and the cash value thereof, the amount of loss or damage, all other insurance, whether valid or not, covering any of said property, and a copy of the written parts of all policies; any changes in the title, use, occupation, location, possession or exposures of said property that may have occurred since the issuing of the policy; how, by whom and for what purpose, the building herein described and the several parts thereof were occupied at the time of the fire; shall, if required, furnish a certificate under the hand and seal of the chief of the fire department or other officer having charge of the investigation of fires (if said property is situate within the jurisdiction of any such officer, and if not, then under the hand and seal of a magistrate nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured) stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has honestly sustained loss on the property herein described to the amount to which such officer shall certify.

4. The assured, his, her or their agents or servants, shall whenever required, submit to an examination or examinations under oath by any person appointed by this Association, and subscribe to such examinations when reduced to writing; and shall also, as often as required, produce their books of account and other vouchers, and exhibit the same for examination, either at the office of this Association or such other place as may be named by its agent, and permit extracts and copies thereof to be made; the assured shall also furnish certified copies of all bills and invoices of the property, the originals of which cannot be produced.

5. Any fraud or attempt at fraud, or any misrepresentation in any statement touching the loss, or any false swearing on the part of the assured or his agent, in any examination or in the proofs of loss or otherwise, shall cause a forfeiture of all claim on this Association under this Policy; and in such case this Association shall have the right at any time to require the same to be delivered up to be cancelled.

6. This Association shall not be liable for a greater proportion of any loss sustained by the assured upon any property described in this Policy than the sum hereby insured thereon bears to the whole sum insured thereon, whether such other insurance be by policies specified or otherwise, or whether prior or subsequent to this insurance, or whether such other insurance be valid or not, and without reference to the solvency of other insurance companies. In the event of partially non-concurrent insurance, then to determine the liability of this it shall be assumed that all policies other than specific shall contribute with specific policies in the proportion that the loss on the property included in each item of the specific policies bears to the total loss for which the more general policies are liable. The adjusted claim under this Policy shall be due and payable sixty days after the full completion by the assured of all the requirements herein contained.

7. Re-insurance, in case of loss, shall be settled in proportion as the sum re-insured shall bear to the whole sum specified in the contract or contracts of the re-insured companies.

8. When this Association shall claim that the fire was caused by an act or omission of any person, town or corporation, which created a cause of action, the party to whom the loss is payable under this Policy shall, on receiving payment, assign to the Association such cause of Action.

9. It is hereby expressly provided that no suit or action against this Association for the recovery of any claim by virtue of this Policy, shall be sustainable in any Court of Law or Equity, until after full compliance by the assured with all the foregoing requirements; nor unless such suit or action shall be commenced within twelve months next after the fire shall have occured; and should any suit or action be commenced against this Association after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim.

XI. RENEWAL.—This insurance, the risk not being changed, may be continued for such further time as shall be agreed on, provided the premium therefor is paid and endorsed on this Policy, or a receipt given for the same, and it shall be considered as continued under the original representation, and for the original amounts and divisions, unless otherwise specified in writing. But in case there shall have been any change in the risk, either within itself or by neighboring buildings, not made known to the Association by the assured at the time of renewal, this Policy and renewal shall be void.

XII. LIMITATIONS TO SUITS.—It is furthermore expressly provided and mutually agreed, that no suit or action against this Association for the recovery of any claim by virtue of this Policy shall be sustainable in any Court of Law or Chancery, until after an award shall have been obtained, fixing the amount of such claim in the manner above provided, nor unless such suit or action shall be commenced within twelve months after the loss shall occur; and should any suit or action be commenced against this Association after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

☞ THE USE OF KEROSENE OIL, when of the standard of 150 degrees Fahr. quality, for lights only in stores and dwellings, is permitted, provided the same shall be drawn, and the lamps filled and trimmed by daylight only, and without the use of artificial light.

☞ GAS.—The generating or evaporating within the building or contiguous thereto of any substance for a burning gas, or the use of gasoline for lighting, is prohibited under this Policy, unless permitted in writing hereon.

☞ FRESCORD WORK, or Gilding on walls or ceilings, is not covered by insurance on the building, but may be separately insured.

☞ FENCES AND OTHER YARD FIXTURES, also Store Furniture and Fixtures, also Plate Glass Doors and Windows, when the Plates are of the dimensions of three square feet or more, are not insured under this Policy, unless separately and specially mentioned.

☞ BUILDERS' RISK.—The working of carpenters, roofers, tinsmiths, gas-fitters, plumbers, or other mechanics, in building, altering or repairing the premises named in this Policy, will vitiate the same, unless permission for such works be endorsed in writing hereon, except in dwelling houses only, where five days are allowed in any one year for incidental repairs, without notice or endorsement.

AND IT IS HEREBY UNDERSTOOD AND AGREED by and between this Association and the assured, that this Policy is made and accepted in reference to the foregoing terms and conditions, which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing. But this Policy shall not be valid, or of any force or effect, until countersigned by the duly authorized and commissioned Agent of the said THE FIRE INSURANCE ASSOCIATION, LIMITED, for San Francisco Cal.

IN WITNESS WHEREOF, the signature of the General Agents of the said Company in San Francisco, California, hath been hereunto affixed.

Hutchinson & Mann

General Agents.

Stewart

No. 27719

WATERTOWN FIRE INSURANCE CO.

OF WATERTOWN, N.Y.

Harvey Brone

Bodie Cal

Premises

Amount Insured $750,

Cash Premium $67.50

Ending 21 Oct 1883

Agent

HUTCHINSON & MANN,
GENERAL
INSURANCE AGENTS,
322 & 324 California St.,
San Francisco, Cal.

DIRECTORS

Willard Ives,

J. M. Adams, Geo. B. Phelps,

E. F. Carter, Sidney Cooper,

Hiram Dewey, H. M. Stevens,

U. S. Gilbert, Jno. A. Sherman,

Isaac Munson, J. R. Stebbins,

F. H. Munson, C. H. Waite.

WILLARD IVES, PRESIDENT. U. S. GILBERT, VICE PRESIDENT.

J. M. ADAMS, SECRETARY. C. H. WAITE, GEN'L AGENT.

The Watertown Fire Insurance Company hereby consent that the interest of _____ in the within Policy be assigned to _____ subject nevertheless to all the conditions therein contained.

_____ 18 _____ Agent

For Value Received, _____ hereby transfer, assign and set over unto _____ and sign all _____ right, title and interest in this Policy of Insurance, and all advantages to be derived therefrom.

Witness _____ hand and seal this _____ day of _____ 18 _____

L.S.

RECEIVED OF THE

WATERTOWN FIRE INS. CO.

By the hand of _____ Agent

the sum of _____ Dollars

in full for cancellation of this Policy.

_____ 18 _____

Original Premium $ _____

Earned Premium $ _____

Unearned Premium $ _____

[illegible]

Stock Policy.

No. 27719

$750

BY THIS POLICY — CASH CAPITAL — $200,000.00 — OF INSURANCE

PROTECT THOUGH I — IT TAKE MY BLOOD.

THE Watertown Fire Insurance Company

OF WATERTOWN, N.Y.

GIES & CO. BUFFALO, N.Y.

In Consideration of Sixty Seven 50/100 Dollars

and of the agreement and conditions herein contained

Insures Harvey Boone

To the amount of Seven Hundred & fifty Dollars

$250 — on the 1 Story frame building occupied as a Store situate on the west Corner of Green & main Streets Bear mnd Co Cal

$500 — on Stock of general merchandise, Such as is usually Kept in a Country Store, while contained therein —

SPECIAL REFERENCE BEING HAD TO THE APPLICATION OF THE INSURED ON FILE IN THIS OFFICE, WHICH IS HEREBY MADE A PART OF THIS POLICY, AND A WARRANTY BY THE INSURED.

PERMITTED TO KEEP NOT EXCEEDING FIFTY [50] POUNDS OF GUN POWDER AND TWO HUNDRED [200] GALLONS REFINED KEROSENE.

$750. Other Insurance permitted

AGAINST all such immediate loss or damage sustained by the assured, as may occur by FIRE OR LIGHTNING to the property above specified, but not exceeding the interest of the assured in the property, and EXCEPT as hereinafter provided, for the term of 1 year from the 21 day of Oct, eighteen hundred and 82, at twelve o'clock, noon, to the 21 day of Oct, eighteen hundred and 83, at twelve o'clock, noon, the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the fire, which loss or damage shall in no case exceed what it would then cost to repair or replace the same, deducting therefrom a suitable amount for any depreciation of such property from use or otherwise; and to be paid to the assured or his legal representatives, as hereinafter provided; subject to the following terms and conditions:

The assured by the acceptance of this Policy hereby warrants:—That any application, survey, plan, statement or description, connected with procuring this insurance, or contained in, or referred to in this policy, is true, and shall be a part of this policy; that the assured has not overvalued the property herein described, nor omitted to state to this Company any information material to the risk; and this Company shall not be bound under this policy by any act of, or statement made to, or by any agent or other person, which is not contained in this policy, or in any written paper above mentioned.

It is also a part of this warranty, that if this policy shall be continued by renewal, it shall be considered as continued under the original representations; and that any change in the risk, not made know to this Company at the time it is so continued, shall render this policy void; or if the property hereby insured, either real or personal, or any part thereof, be or shall become encumbered by mortgage, judgment or otherwise, and not so stated in the written application, or endorsed in writing on the policy, this policy and every part thereof shall be void.

THIS POLICY SHALL BECOME VOID, UNLESS CONSENT IN WRITING IS ENDORSED BY THE COMPANY HEREON, IN EACH OF THE FOLLOWING INSTANCES, VIZ:

1. If the assured is not the sole and unconditional owner of the property, or if any building intended to be insured stand on ground not owned in fee simple by the assured; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, is not truly stated in this policy; or if any change take place in the title, interest, location or possession of the property, (except in case of succession by reason of the death of the assured,) whether by sale, transfer, or conveyance, in whole or in part, or by legal process or judicial decree; or the title or possession be now or hereafter become involved in litigation, or if this policy be assigned or transferred before a loss.

2. If the assured have or shall hereafter obtain any other policy or agreement for insurance, whether valid or not, on the property above mentioned, or any part thereof.

3. If the risk be increased by any change in the occupation of the building or premises herein described, or by the erection or occupation of adjacent buildings; or by any means whatever within the knowledge of the assured.

4. If any building herein described be or become vacant or unoccupied for the purpose indicated in this contract, or become occupied in whole or in part for other and more hazardous purposes than indicated in the contract.

5. If the property herein described, being a manufacturing establishment, shall be run at night or over-time, or shall cease to be operated.

6. Or if any of the following named articles be kept, stored or used in or on the premises herein described, any custom or usage of trade or manufacture to the contrary notwithstanding, viz: benzine, benzole, benzine varnish, burning fluid, chemical oils, fire-works, gasoline, gunpowder, naptha, nitro-glycerine, nitrate of soda, oily waste, petroleum and products, phosphorous, rubber cement, saltpetre, spirit gas, or any article subject to legal restrictions.

7. If a note be taken for the premium, or any part thereof, it is covenanted as a condition of this contract, that if said note be not paid at maturity, or within thirty days thereafter, the whole amount of premium on this policy shall be considered as earned, and said policy shall be null and void so long as said note remains unpaid.

8. No officer or agent of this Company has power to waive any conditions of this contract except in the manner herein provided.

THIS COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY FOR LOSS OR DAMAGE BY FIRE IN ANY OF THE FOLLOWING INSTANCES, VIZ:

1. If caused directly or indirectly by means or in consequence of an invasion, insurrection, riot, civil war or commotion, or military power, or by order of any civil or military authority, or in consequence of any neglect or violation of any law or ordinance, or by the fraudulent act or procurement of the assured.

2. If caused by explosions of any kind, unless fire ensues and then for the loss by fire only.

3. If the building herein described or any part thereof fall, except the fall is the result of fire.

4. If caused by neglect of the assured to use all practicable means to save and protect the property at and after the fire, or when the property is endangered by a fire on neighboring premises.

5. For loss of accounts, bills, notes, deeds, manuscripts, securities or evidences of debt or property of any kind; or for loss by theft at or after the fire.

6. For any consequential or constructive loss or damage, beyond the actual damage by fire to the property, whether such loss or damage be occasioned by neglect of any ordinance or law regulating the construction or repair of buildings or otherwise.

7. Nor unless within fifteen days after the fire, the assured give written notice of the loss to this Company.

This insurance does not cover any of the following named articles or goods, unless separately and specifically mentioned in writing in the policy, viz: money or bullion, drawings, models, patterns, tools, implements, paintings, sculpture, medals, casts, curiosities, jewels, watches, scientific apparatus, store furniture and fixtures, awnings, signs, yard fixtures; nor goods held in storage; nor fresco painting, nor decorative painting.

1. KEROSENE OR REFINED PETROLEUM OILS of the legal standard, may be used for LIGHTS only; lamps to be filled and trimmed by daylight, and not within ten feet of artificial light.

2. MECHANICS are allowed to make ORDINARY alterations and repairs to buildings, not exceeding fifteen days in each year of this insurance, without notice to the Company. Any extension of this privilege must be previously consented to in writing on this policy.

3. If any broker or other person than the assured has procured this policy, or any renewal thereof, or any endorsements thereon, he shall be deemed to be the AGENT OF THE ASSURED, and not of this Company, in any transaction relating to the insurance; and any brokerage or rebate from the premium named herein, paid or allowed to any broker or other person, the assured agrees is to be considered as paid or allowed to the assured.

4. This insurance may be terminated at any time by request of the assured, or by the Company, on giving notice to that effect. On surrender of the policy, the Company shall refund any premium that may have been paid, reserving the usual short rates in the first case, and *pro rata* rates in the other case.

5. When a fire has occurred, injuring the property herein described, the assured shall use all practicable means to save and protect the same. When PERSONAL PROPERTY is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory of the whole thereof, including property claimed to be totally destroyed, to be made and furnished to this Company, naming the quantity, quality, and cost of each article. If the loss sustained be upon a BUILDING, FIXTURES, OR MACHINERY, the assured shall, if required, furnish duly verified plans and specifications of such property destroyed or damaged. The assured shall, whenever and as often as called upon, exhibit to any person or persons named by this Company, all that remains of said property, damaged or not damaged, for examination.

6. The amount of sound value and of damage to the property may be determined by mutual agreement between the Company and the assured; or failing to agree, the same shall then, at the written request of either party, be ascertained by an appraisal of each article of personal property, or by an estimate in detail of a building by competent and impartial appraisers, one to be selected by each party, and the two so chosen shall first select an umpire to act with them in case of their disagreement; and, if the said appraisers fail to agree, they shall refer the differences to such umpire; and the award of any two, in writing, under oath, shall be binding and conclusive as to the amount of such loss or damage, but shall not decide the validity of the contract or any other question except the amount of such loss or damage. Each party shall pay their own appraiser and one-half the umpire's fee. It shall be optional with this Company to take the whole or any part of the articles at their appraised value; and also to repair, rebuild or replace the property lost or damaged, with other of like kind and quality, within a reasonable time, giving notice of their intention so to do within thirty days after completion of the proofs therein required.

7. A particular statement of the loss shall be rendered this Company, at its office in Watertown, N. Y., as soon after the fire as possible, signed and sworn to by the assured, stating such knowledge or information as the assured has been able to obtain as to the time, origin and circumstances of the fire; also stating the exact nature of the title and interest of the assured, and of all others in the property herein described, all encumbrances thereon and the cash value thereof, the amount of loss or damage, all other insurance, whether valid or not, covering any of said property, and a copy of the written parts of all policies; any change in the title, use, occupation, location, possession or exposure of said property that may have occurred since the issuing of the policy; how, by whom and for what purpose, the buildings herein described and the several parts thereof were occupied at the time of the fire.

8. The assured shall, whenever required, submit to an examination or examinations under oath by any person appointed by this Company, and subscribe to such examinations when reduced to writing; and shall also, as often as required, produce their books of account and other vouchers, and exhibit the same for examination, either at the office of this Company or such other place as may be named by its agent, and permit extracts and copies thereof to be made; the assured shall also furnish certified copies of all bills and invoices of the property, the originals of which cannot be produced.

9. Any fraud or attempt at fraud, or any misrepresentation in any statement touching the loss, or any false swearing on the part of the assured or his agent, in any examination or in the proofs of loss or otherwise, shall cause a forfeiture of all claims on this Company under this policy; and in such case, this Company shall have the right at any time to require the same to be delivered up to be cancelled.

10. This Company shall not be liable for a greater proportion of any loss sustained by the assured upon any property described in this policy than the sum hereby insured thereon bears to the whole sum insured thereon, whether such other insurance be by policies specific or otherwise, or whether prior or subsequent to this insurance, or whether such other insurance be valid or not, and without reference to the solvency of insuring companies. It is understood and agreed that this policy shall cover loss or damage by LIGHTNING to the property hereby insured, whether fire ensues or not, provided, that if there is other insurance upon the property damaged, this Company shall be liable for only such proportion of the loss or damage as the amount insured bears to the whole amount insured thereon, whether such other insurance contains a similar clause or not. (In the event of partially non-concurrent insurance, then to determine the liability of this Company, it shall be assumed that policies other than specific shall contribute with specific policies in the proportion that the loss on the property included in each item of the specific policies bears to the total loss for which the more general policies are liable.) The adjusted claim under this policy shall be due and payable sixty days after the full completion by the assured of all the requirements herein contained.

11. Re-Insurance, in case of loss, shall be settled in proportion as the sum re-insured shall bear to the whole sum specified in the contract or contracts of the re-insured company.

12. When this Company shall claim that the fire was caused by an act or omission of any person, town or corporation, which created a cause of action, the party to whom the loss is payable under this policy, shall on receiving payment, assign to this Company such cause of action.

13. It is hereby expressly provided, that no suit or action against this Company for the recovery of any claim by virtue of this policy, shall be sustainable in any Court of Law or Equity, until after full compliance by the assured with all the foregoing requirements; nor unless such suit or action shall be commenced within twelve months, next after the fire shall have occurred; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim.

NOTICE.—This Policy is made and accepted in reference to foregoing terms and conditions, and shall not be valid unless countersigned by the Agent of the Company at San Francisco

IN WITNESS WHEREOF, The Watertown Fire Insurance Company on its part, has caused these presents to be signed by its President, and attested by its Secretary, in the City of Watertown, N. Y.

[F.]

Jesse M. Adams Secretary.

Willard Ives President.

Countersigned at San Francisco, *this* 5 *day of* Oct, 188 2. Hutchinson & Allman *Agent.*

LA CONFIANCE COMPAGNIE ANONYME D'ASSURANCES CONTRE L'INCENDIE, hereby consent that the interest of .....in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to.....

.....188..... .....Agent.

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto.....

and.....assigns, all..... title and interest in this policy, and all advantage to be derived therefrom.

Sealed and delivered in presence of

SEAL.

.....188

LA CONFIANCE COMPAGNIE ANONYME D'ASSURANCES CONTRE L'INCENDIE hereby consent that the interest of .....in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to.....

.....188..... .....Agent.

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto.....

and.....assigns all.....title and interest in this policy, and all advantage to be derived therefrom.

Sealed and delivered in presence of

SEAL.

.....188

☞ If this Policy is cancelled, the following receipt is to be filled up and signed by the assured.

.....188.....

In Consideration of.....Dollars,

Return Premium, the receipt of which is hereby acknowledged, this Policy is cancelled and surrendered to the LA CONFIANCE COMPAGNIE ANONYME D'ASSURANCES CONTRE L'INCENDIE.

.....Assured.

Stewart

FIRE POLICY.

No. 60386

LA CONFIANCE
Compagnie Anonyme
D'ASSURANCES
CONTRE L'INCENDIE.

Name, Harvey Boone

Location, Bodie Cal

Sum Insured, - - $1000

Premium, - - $70

Expires on the 28 day of Oct 1883

Please read the conditions and the policy carefully, and, if incorrect, return it immediately for alteration.

HUTCHINSON & MANN,
GENERAL AGENTS,
314 CALIFORNIA STREET, SAN FRANCISCO.

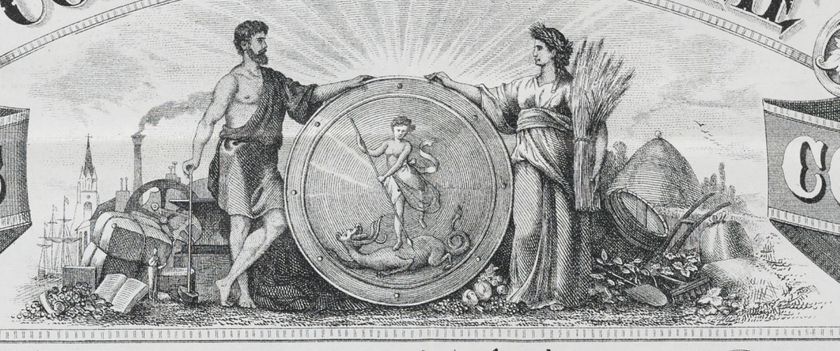
Policy No. 60386

Sum Insured $ 1000

LA CONFIANCE

COMPAGNIE ANONYME

D'ASSURANCES CONTRE L'INCENDIE



INCORPORATED 1844.

HOME OFFICE
2 RUE FAVART
PARIS, FRANCE.

UNITED STATES
DEPARTMENT OF THE PACIFIC
SAN FRANCISCO.

HUTCHINSON & MANN.
GENERAL AGENTS.

322 & 324 CALIFORNIA ST. } San Francisco,
302 & 304 SANSOME ST. } California.

In Consideration of Seventy Dollars.

La Confiance Compagnie Anonyme d' Assurances contre l'Incendie

Does by these presents cause Harvey Bone

and his legal representatives to be assured against Loss or Damage by Fire to the amount of One Thousand Dollars.

$500— on his 2 Story frame building occupied as a Feed Stable Situate on South west Corner of Green & Mill Sts. Boise Town as

$500— on Hay, Grain & Feed while contained therein

Other Insurance Permitted

Special reference being had to the application of the insured on file in this office, which is hereby made a part of this Policy, and a warranty by the insured.

Amount, $ 1000 Rate, 7 Time, 1 Year Premium, $ 70

AND THE SAID COMPANY hereby agrees to make good unto the said assured, his executors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the 28 day of Oct one thousand eight hundred and 82 at twelve o'clock at noon, to the 28 day of Oct one thousand eight hundred and 83 at twelve o'clock at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after the proofs of the same required by the Company shall have been made by the assured and received at this Office, and the loss shall have been ascertained and proved, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given notice of their intention to rebuild or repair the damaged premises.

I. VOIDS A POLICY.—If an application, survey, plan or description of the property herein insured is referred to in this Policy, such application, survey, plan or description shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation or occupancy of the property, or any omission to make known every fact material to the risk, or an over-valuation, or any misrepresentation whatever, either in a written application or otherwise; or if the assured shall have, or shall hereafter make any other insurance on the property hereby insured, or any part thereof, without the consent of the Company written hereon; or if the above-mentioned premises shall be occupied or used so as to increase the risk, or become vacant or unoccupied, and so remain for more than ten days without notice to, and consent of, this Company, in writing, or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without the consent of this Company endorsed hereon; or if it be a manufacturing establishment running in whole or in part over or extra time, or running at night, or if it shall cease to be operated, without special agreement endorsed on this Policy; or if the property be sold or transferred, or upon the passing or entry of a decree of foreclosure, or upon a sale under a deed of trust, or if the property insured be assigned under any bankrupt or insolvent law, or any change takes place in title or possession, (except in case of succession by reason of the death of the assured,) whether by legal process, or judicial decree, or voluntary transfer, or conveyance; or if this policy shall be assigned before a loss without the consent of the Company endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep, or use or permit to be kept or used on the premises, gunpowder, fireworks, nitro-glycerine, phosphorus, petroleum, naptha, gasoline, benzine, benzole or benzine varnish, or camphene, spirit gas or burning fluid or chemical oils, without written permission in this Policy; and if so kept or used on the premises by the assured without consent endorsed hereon, then, and in every such case, this Policy shall be void.

II. NOT LIABLE FOR.—This insurance does not apply to nor cover jewels, jewelry, plate, watches, musical or scientific instruments, (pianos in dwellings excepted,) ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models or curiosities, unless particularly specified in this Policy, and not for an amount exceeding the actual cost of same, unless by special agreement in Policy. This Company shall not be liable by virtue of this Policy, until the premium therefore be actually paid; nor for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for *Profits* on merchandise or other property, or commissions on merchandise in hands of consignees, nor for any indefinite, indirect, consequential or prospective damage whatever, nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for any loss in or on buildings unprovided with good and substantial stone or brick chimneys, the absence of which has been the cause of the fire; nor in consequence of any neglect or deviation from the laws or regulations of police, where such exist; nor for any loss caused by the explosion of gunpowder, or any explosive substance, nor by lightning, unless specifically mentioned, or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion or lightning.

III. If a building shall fall, except as the result of a fire, all insurance by this Company, on it, or its contents, shall immediately cease and determine.

IV. OF OWNERSHIP.—If the interest of the assured in the property be any other than the entire, unconditional and sole ownership in the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to the Company, and so expressed in the written part of this Policy, otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage are not insured under this Policy, unless specially mentioned.

V. OF HAZARDS.—If, during this insurance, the above-mentioned premises shall be used for any trade, business or vocation, or for storing, using or vending therein any of the articles, goods or merchandise denominated hazardous or extra hazardous, or specially hazardous; or if the occupation of such premises be changed from one of the class denominated extra hazardous or specially hazardous to that of another of the same class, except as herein specially agreed to in writing upon this Policy; then, and from thenceforth, so long as the same shall be so appropriated, applied or used, this policy shall cease and be of no force or effect.

VI. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured. The use of general terms, or anything less than a distinct, specific agreement, clearly expressed and indorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

VII. OF OTHER INSURANCE.—In case of any other insurance, upon the property hereby insured, whether made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed that in case of the assured holding any other Policy in this or any other Company on the property insured subject to the conditions of average, this Policy shall be subject to average in like manner.

VIII. MAY BE TERMINATED.—The insurance may be terminated at any time at the request of the assured, in which case the Company shall retain only the customary short rates for the time the Policy has been in force. The insurance may also be terminated any time at the option of the Company, on giving notice to that effect, and refunding a ratable portion of the premium for the unexpired term of the Policy.

IX. OF BROKERS AND AGENTS.—It is a part of this contract that any person, other than the assured, who may have procured this insurance to be taken by this Company, shall be deemed to be the agent of the assured named in this Policy, and not of this Company under any circumstances whatever, or in any transaction relating to the insurance.

X. PROCEEDINGS IN CASE OF LOSS.—When a fire has occurred, injuring the property herein described, the assured shall use all practicable means to save and protect the same; and shall give immediate notice of the loss in writing, to this Company. When personal property is damaged, the assured shall forthwith cause it to be put in good order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory of the whole thereof, including property claimed to be totally destroyed, to be made and furnished to this Company, naming the quantity, quality and cost of each article. If the loss sustained be upon a building, fixtures or machinery, the assured shall, if required, furnish duly verified plans and specifications of such property destroyed or damaged. The assured shall, whenever and as often as called upon, exhibit to any person or persons named by this Company, all that remains of the said property, damaged or not damaged, for examination.

2. The amount of sound value and of damage to the property, whether the destruction of same be total or partial, may be determined by mutual agreement between the Company and the assured; or, failing to agree, the same shall then, at the written request of either party, be ascertained by an appraisal of each article of personal property, or by an estimate in detail of a building, by competent and impartial appraisers, one to be selected by each party, and the two so chosen shall first select an umpire to act with them in case of their disagreement; and, if the said appraisers fail to agree, they shall refer the differences to such umpire; and the award of any two, in writing, under oath, shall be binding and conclusive as to the amount of such loss or damage, but shall not decide as to the validity of the contract or any other question except the amount of such loss or damage. Each party shall pay their own appraisers and one-half the umpire's fee. It shall be optional with this Company to take the whole or any part of the articles at their appraised value; and also to repair, rebuild or replace the property lost or damaged, or any portion thereof, with other of like kind and quality within a reasonable time, giving notice of their intention so to do within thirty days after completion of the proofs herein required.

3. A particular statement of the loss shall be rendered to the Company, as soon after the fire as possible, signed and sworn to by the assured, stating such knowledge or information as the insured has been able to obtain as to the time, origin and circumstances of the fire; also stating the exact nature of the title and interest of the assured and of all others in the property herein described, all incumbrances thereon and the cash value thereof, the amount of loss or damage, all other insurance, whether valid or not, covering any of said property, and a copy of the written parts of all policies; any changes in the title, use, occupation, location, possession or exposures of said property that may have occurred since the issuing of the policy; how, by whom and for what purpose, the building herein described and the several parts thereof were occupied at the time of the fire; and shall, if required, furnish a certificate under the hand and seal of the chief of the fire department or other officer having charge of the investigation of fires (if said property is situate within the jurisdiction of any such officer, and if not, then under the hand and seal of a magistrate nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured) stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has honestly sustained loss on the property herein described to the amount to which such officer shall certify.

4. The assured, his, her or their agents and employees, shall whenever required, submit to an examination or examinations under oath by any person appointed by this Company, and subscribe to such examinations when reduced to writing; and shall also, as often as required, produce their books of account and other vouchers, and exhibit the same for examination, either at the office of this Company or such other place as may be named by its agent, and permit extracts and copies thereof to be made; the assured shall also furnish certified copies of all bills and invoices of the property, the originals of which cannot be produced.

5. Any fraud or attempt at fraud, or any misrepresentation in any statement touching the loss, or any false swearing on the part of the assured or his agent, or employees, in any examination or in the proofs of loss or otherwise, shall cause a forfeiture of all claim on this Company under this Policy; and in such case this Company shall have the right at any time to require the same to be delivered up to be cancelled.

6. This Company shall not be liable for a greater proportion of any loss sustained by the assured upon any property described in this Policy than the sum hereby insured thereon bears to the whole sum insured thereon, whether such other insurance be by policies specific or otherwise, or whether prior or subsequent to this insurance, or whether such other insurance be valid or not, and without reference to the solvency of other insurance companies. In the event of partially non-concurrent insurance, then to determine the liability of this it shall be assumed that all policies other than specific shall contribute with specific policies in the proportion that the loss on the property included in each item of the specific policies bears to the total loss for which the more general policies are liable. The adjusted claim under this Policy shall be due and payable sixty days after the full completion by the assured of all the requirements herein contained.

7. When property insured under this Policy is damaged by removal from a building exposed to loss by fire, such damage shall be borne by the insured and the insurers, in such proportion as the whole sum insured bears to the whole value of the property insured, of which proof in due form required by this Policy, shall be made by the claimant so insured.

8. When this Company shall claim that the fire was caused by an act or omission of any person, town or corporation, which created a cause of action, the party to whom the loss is payable under this Policy shall, on receiving payment, assign to the Company such cause of Action.

9. Re-insurance, in case of loss, shall be settled in proportion as the sum re-insured shall bear to the whole sum specified in the contract or contracts of the re-insured companies.

XI. LIMITATION TO SUITS.—It is furthermore expressly provided, and mutually agreed, that no suit or action against this Company, for the recovery of any claim by virtue of this Policy shall be sustainable in any Court of Law or Chancery, until after full compliance by the assured with all the foregoing requirements, and an award shall have been obtained, fixing the amount of such claim in the manner above provided; nor unless such suit or action shall be commenced within twelve months after the loss shall occur; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

☞ THE USE OF KEROSENE OIL, when of the standard of 120 degrees Fahr. quality, for lights only in stores and dwellings, is permitted, provided the same shall be drawn, and the lamps filled and trimmed by daylight only, and without the use of artificial light.

☞ GAS.—The generating or evaporating within the building or contiguous thereto of any substance for a burning gas, or the use of gasoline for lighting, is prohibited under square feet or this Policy, unless permitted in writing hereon.

☞ FRESCOED WORK, or Gilding on walls or ceilings, is not covered by insurance on the building, but may be separately insured.

☞ FENCES AND OTHER YARD FIXTURES, also Store Furniture and Fixtures, also Plate Glass Doors and Windows, or Mirrors, when the Plates are of the dimensions of three more, are not insured under this Policy, unless separately and specially mentioned.

☞ BUILDERS' RISK.—The working of carpenters, roofers, tinsmiths, gas-fitters, plumbers or other mechanics, in building, altering or repairing the premises named in this Policy, will vitiate the same, unless permission for such works be endorsed in writing hereon, except in dwelling houses only, where five days are allowed in any one year for incidental repairs, without notice or endorsement.

This Policy is made and accepted on the above express conditions; and in witness whereof, the undersigned, being duly authorized hereunto, for and on behalf of the **La Confiance Compagnie Anonyme d' Assurances contre l' Incendie** have subscribed their names to these presents at San Francisco, this 20 day of Oct 1882

Hutchinson & Mann General Agents.

DIRECTORS

Willard Ives,

J. M. Adams, Geo. B. Phelps,
E. F. Carter, Sidney Cooper,
Hiram Dewey, H. M. Stevens,
U. S. Gilbert, Jno. A. Sherman,
Isaac Munson, J. R. Stebbins,
F. H. Munson, C. H. Waite.

WILLARD IVES, PRESIDENT. U. S. GILBERT, VICE PRESIDENT.
J. M. ADAMS, SECRETARY. C. H. WAITE, GEN'L AGENT.

Stewart

No. 27785

WATERTOWN FIRE INSURANCE CO. OF WATERTOWN, N.Y.

Harvey Boone

Bodie Mine Co

Premises Cal

Amount Insured $1000

Cash Premium $ 70—

Ending 28 Oct 1883

Agent

HUTCHINSON & MA[illegible] GENERAL INSURANCE AGENTS, 322 & 324 California St., San Francisco, Cal.

The Watertown Fire Insurance Company hereby consent that the interest of _____ in the within Policy be assigned to _____ subject nevertheless to all the conditions therein contained.

_____ 18 _____ Agent

For Value Received, _____ hereby transfer, assign and set over unto _____ and sign all _____ right, title and interest in this Policy of Insurance, and all advantages to be derived therefrom.

Witness _____ hand and seal this _____ day of _____ 18 _____

L.S.

RECEIVED OF THE WATERTOWN FIRE INS. CO.

By the hand of _____ Agent

the sum of _____ Dollars

in full for cancellation of this Policy.

_____ 18 _____

Original Premium $ _____

Earned Premium $ _____

Unearned Premium $ _____

[illegible]

Stock Policy.

No. 27785

$1000—

BY THIS POLICY — CASH CAPITAL — $200,000.00 — OF INSURANCE

I PROTECT THOUGH IT TAKE MY BLOOD.

THE Watertown Fire Insurance Company

OF WATERTOWN, N.Y.

GIES & CO. BUFFALO, N.Y.

In Consideration of Seventy Dollars

and of the agreement and conditions herein contained

Insures Harvey Bonnet

To the amount of One Thousand Dollars

$500 On his 2 Story frame building occupied as a Feed Stable

Situate on Southwest Corner of Green & Mill Sts,

Boone Mono Co Ind

$500 on Hay Grain & Feed while contained therein

Also Insurance permitted

AGAINST all such immediate loss or damage sustained by the assured, as may occur by FIRE OR LIGHTNING to the property above specified, but not exceeding the interest of the assured in the property, and EXCEPT as hereinafter provided, for the term of 1 yr 83 from the 28 day of Oct, eighteen hundred and 82, at twelve o'clock, noon, to the 28 day of Oct, eighteen hundred and 83, at twelve o'clock, noon, the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the fire, which loss or damage shall in no case exceed what it would then cost to repair or replace the same, deducting therefrom a suitable amount for any depreciation of such property from use or otherwise; and to be paid to the assured or heirs legal representatives, as hereinafter provided; subject to the following terms and conditions:

The assured by the acceptance of this Policy hereby warrants:—That any application, survey, plan, statement or description, connected with procuring this insurance, or contained in, or referred to in this policy, is true, and shall be a part of this policy; that the assured has not overvalued the property herein described, nor omitted to state to this Company any information material to the risk; and this Company shall not be bound under this policy by any act of, or statement made to, or by any agent or other person, which is not contained in this policy, or in any written paper above mentioned.

It is also a part of this warranty, that if this policy shall be continued by renewal, it shall be considered as continued under the original representations; and that any change in the risk, not made know to this Company at the time it is so continued, shall render this policy void; or if the property hereby insured, either real or personal, or any part thereof, be or shall become encumbered by mortgage, judgment or otherwise, and not so stated in the written application, or endorsed in writing on the policy, this policy and every part thereof shall be void.

THIS POLICY SHALL BECOME VOID, UNLESS CONSENT IN WRITING IS ENDORSED BY THE COMPANY HEREON, IN EACH OF THE FOLLOWING INSTANCES, VIZ:

1. If the assured is not the sole and unconditional owner of the property, or if any building intended to be insured stand on ground not owned in fee simple by the assured; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, is not truly stated in this policy; or if any change take place in the title, interest, location or possession of the property, (except in case of succession by reason of the death of the assured,) whether by sale, transfer, or conveyance, in whole or in part, or by legal process or judicial decree; or the title or possession be now or hereafter become involved in litigation, or if this policy be assigned or transferred before a loss.

2. If the assured have or shall hereafter obtain any other policy or agreement for insurance, whether valid or not, on the property above mentioned, or any part thereof.

3. If the risk be increased by any change in the occupation of the building or premises herein described, or by the erection or occupation of adjacent buildings; or by any means whatever within the knowledge of the assured.

4. If any building herein described be or become vacant or unoccupied for the purpose indicated in this contract, or become occupied in whole or in part for other and more hazardous purposes than indicated in the contract.

5. If the property herein described, being a manufacturing establishment, shall be run at night or over-time, or shall cease to be operated.

6. Or if any of the following named articles be kept, stored or used in or on the premises herein described, any custom or usage of trade or manufacture to the contrary notwithstanding, viz: benzine, benzole, benzine varnish, burning fluid, chemical oils, fire-works, gasoline, gunpowder, naptha, nitro-glycerine, nitrate of soda, oily waste, petroleum and products, phosphorous, rubber cement, saltpetre, spirit gas, or any article subject to legal restrictions.

7. If a note be taken for the premium, or any part thereof, it is covenanted as a condition of this contract, that if said note be not paid at maturity, or within thirty days thereafter, the whole amount of premium on this policy shall be considered as earned, and said policy shall be null and void so long as said note remains unpaid.

8. No officer or agent of this Company has power to waive any conditions of this contract except in the manner herein provided.

THIS COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY FOR LOSS OR DAMAGE BY FIRE IN ANY OF THE FOLLOWING INSTANCES, VIZ:

1. If caused directly or indirectly by means or in consequence of an invasion, insurrection, riot, civil war or commotion, or military power, or by order of any civil or military authority, or in consequence of any neglect or violation of any law or ordinance, or by the fraudulent act or procurement of the assured.

2. If caused by explosions of any kind, unless fire ensues and then for the loss by fire only.

3. If the building herein described or any part thereof fall, except the fall is the result of fire.

4. If caused by neglect of the assured to use all practicable means to save and protect the property at and after the fire, or when the property is endangered by a fire on neighboring premises.

5. For loss of accounts, bills, notes, deeds, manuscripts, securities or evidences of debt or property of any kind; or for loss by theft at or after the fire.

6. For any consequential or constructive loss or damage, beyond the actual damage by fire to the property, whether such loss or damage be occasioned by neglect of any ordinance or law regulating the construction or repair of buildings or otherwise.

7. Nor unless within fifteen days after the fire, the assured give written notice of the loss to this Company.

This insurance does not cover any of the following named articles or goods, unless separately and specifically mentioned in writing in the policy, viz: money or bullion, drawings, models, patterns, tools, implements, paintings, sculpture, medals, casts, curiosities, jewels, watches, scientific apparatus, store furniture and fixtures, awnings, signs, yard fixtures; nor goods held in storage; nor fresco painting, nor decorative painting.

1. KEROSENE OR REFINED PETROLEUM OILS of the legal standard, may be used for LIGHTS only; lamps to be filled and trimmed by daylight, and not within ten feet of artificial light.

2. MECHANICS are allowed to make ORDINARY alterations and repairs to buildings, not exceeding fifteen days in each year of this insurance, without notice to the Company. Any extension of this privilege must be previously consented to in writing on this policy.

3. If any broker or other person than the assured has procured this policy, or any renewal thereof, or any endorsements thereon, he shall be deemed to be the AGENT OF THE ASSURED, and not of this Company, in any transaction relating to the insurance; and any brokerage or rebate from the premium named herein, paid or allowed to any broker or other person, the assured agrees is to be considered as paid or allowed to the assured.

4. This insurance may be terminated at any time by request of the assured, or by the Company, on giving notice to that effect. On surrender of the policy, the Company shall refund any premium that may have been paid, reserving the usual short rates in the first case, and *pro rata* rates in the other case.

5. When a fire has occurred, injuring the property herein described, the assured shall use all practicable means to save and protect the same. When PERSONAL PROPERTY is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory of the whole thereof, including property claimed to be totally destroyed, to be made and furnished to this Company, naming the quantity, quality, and cost of each article. If the loss sustained be upon a BUILDING, FIXTURES, OR MACHINERY, the assured shall, if required, furnish duly verified plans and specifications of such property destroyed or damaged. The assured shall, whenever and as often as called upon, exhibit to any person or persons named by this Company, all that remains of said property, damaged or not damaged, for examination.

6. The amount of sound value and of damage to the property may be determined by mutual agreement between the Company and the assured; or failing to agree, the same shall then, at the written request of either party, be ascertained by an appraisal of each article of personal property, or by an estimate in detail of a building by competent and impartial appraisers, one to be selected by each party, and the two so chosen shall first select an umpire to act with them in case of their disagreement; and, if the said appraisers fail to agree, they shall refer the differences to such umpire; and the award of any two, in writing, under oath, shall be binding and conclusive as to the amount of such loss or damage, but shall not decide the validity of the contract or any other question except the amount of such loss or damage. Each party shall pay their own appraiser and one-half the umpire's fee. It shall be optional with this Company to take the whole or any part of the articles at their appraised value; and also to repair, rebuild or replace the property lost or damaged, with other of like kind and quality, within a reasonable time, giving notice of their intention so to do within thirty days after completion of the proofs therein required.

7. A particular statement of the loss shall be rendered this Company, at its office in Watertown, N. Y., as soon after the fire as possible, signed and sworn to by the assured, stating such knowledge or information as the assured has been able to obtain as to the time, origin and circumstances of the fire; also stating the exact nature of the title and interest of the assured, and of all others in the property herein described, all encumbrances thereon and the cash value thereof, the amount of loss or damage, all other insurance, whether valid or not, covering any of said property, and a copy of the written parts of all policies; any change in the title, use, occupation, location, possession or exposure of said property that may have occurred since the issuing of the policy; how, by whom and for what purpose, the buildings herein described and the several parts thereof were occupied at the time of the fire.

8. The assured shall, whenever required, submit to an examination or examinations under oath by any person appointed by this Company, and subscribe to such examinations when reduced to writing; and shall also, as often as required, produce their books of account and other vouchers, and exhibit the same for examination, either at the office of this Company or such other place as may be named by its agent, and permit extracts and copies thereof to be made; the assured shall also furnish certified copies of all bills and invoices of the property, the originals of which cannot be produced.

9. Any fraud or attempt at fraud, or any misrepresentation in any statement touching the loss, or any false swearing on the part of the assured or his agent, in any examination or in the proofs of loss or otherwise, shall cause a forfeiture of all claims on this Company under this policy; and in such case, this Company shall have the right at any time to require the same to be delivered up to be cancelled.

10. This Company shall not be liable for a greater proportion of any loss sustained by the assured upon any property described in this policy than the sum hereby insured thereon bears to the whole sum insured thereon, whether such other insurance be by policies specific or otherwise, or whether prior or subsequent to this insurance, or whether such other insurance be valid or not, and without reference to the solvency of insuring companies. It is understood and agreed that this policy shall cover loss or damage by LIGHTNING to the property hereby insured, whether fire ensues or not, provided, that if there is other insurance upon the property damaged, this Company shall be liable for only such proportion of the loss or damage as the amount insured bears to the whole amount insured thereon, whether such other insurance contains a similar clause or not. (In the event of partially non-concurrent insurance, then to determine the liability of this Company, it shall be assumed that policies other than specific shall contribute with specific policies in the proportion that the loss on the property included in each item of the specific policies bears to the total loss for which the more general policies are liable.) The adjusted claim under this policy shall be due and payable sixty days after the full completion by the assured of all the requirements herein contained.

11. Re-Insurance, in case of loss, shall be settled in proportion as the sum re-insured shall bear to the whole sum specified in the contract or contracts of the re-insured company.

12. When this Company shall claim that the fire was caused by an act or omission of any person, town or corporation, which created a cause of action, the party to whom the loss is payable under this policy, shall on receiving payment, assign to this Company such cause of action.

13. It is hereby expressly provided, that no suit or action against this Company for the recovery of any claim by virtue of this policy, shall be sustainable in any Court of Law or Equity, until after full compliance by the assured with all the foregoing requirements; nor unless such suit or action shall be commenced within twelve months, next after the fire shall have occurred; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim.

NOTICE.—This Policy is made and accepted in reference to foregoing terms and conditions, and shall not be valid unless countersigned by the Agent of the Company at San Francisco

IN WITNESS WHEREOF, The Watertown Fire Insurance Company on its part, has caused these presents to be signed by its President, and attested by its Secretary, in the City of Watertown, N. Y.

[F.]

Jesse M. Adams Secretary.

Willard Ayres President.

Countersigned at San Francisco, *this* 21 *day of* Oct, 188 2. Shutchinson & Mann *Agent.*

LA CONFIANCE COMPAGNIE ANONYME D'ASSURANCES CONTRE L'INCENDIE, hereby consent that the interest of

.....in the within Policy, subject to all the terms and conditions therein men-

tioned and referred to, be assigned to.....

.....

.....188....

.....Agent.

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto.....

and.....assigns, all.....title and interest in this policy, and all advantage to be derived therefrom.

Sealed and delivered in presence of

.....

.....

.....

.....188....

.....

.....Agent.

LA CONFIANCE COMPAGNIE ANONYME D'ASSURANCES CONTRE L'INCENDIE hereby consent that the interest of

.....in the within Policy, subject to all the terms and conditions therein men-

tioned and referred to, be assigned to.....

.....

.....188....

.....Agent.

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto.....

and.....assigns all.....title and interest in this policy, and all advantage to be derived therefrom.

Sealed and delivered in presence of

.....

.....

.....188....

.....

.....Assured.

☞ If this Policy is cancelled, the following receipt is to be filled up and signed by the assured.

.....188....

IN CONSIDERATION OF.....

.....DOLLARS,

Return Premium, the receipt of which is hereby acknowledged, this Policy is cancelled and surrendered to the LA CONFIANCE COMPAGNIE ANONYME D'ASSURANCES CONTRE L'INCENDIE.

.....

.....Assured.

Stewart

FIRE POLICY.

No. 60384

LA CONFIANCE

Compagnie Anonyme

D'ASSURANCES

CONTRE L'INCENDIE.

Name, Harvey Bourn

Location, Boaii Cal

Sum Insured, - - $ 3250-

Premium, - - - $ 66-

Expires on the 21 day of Oct 1883

Please read the conditions and the policy carefully, and, if incorrect, return it immediately for alteration.

HUTCHINSON & MANN,

GENERAL AGENTS,

314 CALIFORNIA STREET, SAN FRANCISCO.

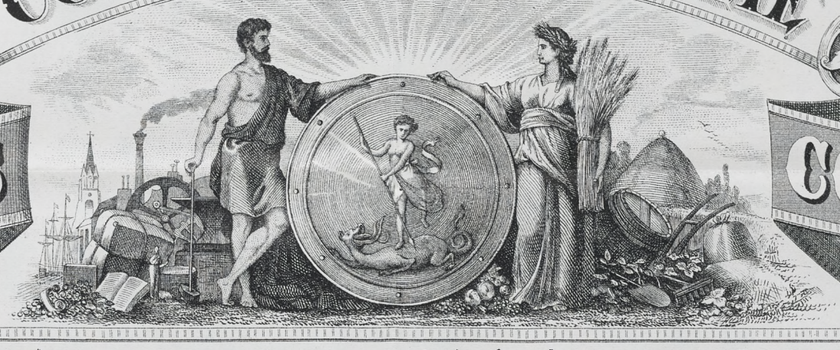
Policy No. 60384

Sum Insured $ 3250

LA CONFIANCE

COMPAGNIE ANONYME

D'ASSURANCES CONTRE L'INCENDIE



INCORPORATED 1844.

HOME OFFICE
2 RUE FAVART
PARIS, FRANCE.

UNITED STATES
DEPARTMENT OF THE PACIFIC
SAN FRANCISCO.

HUTCHINSON & MANN,
GENERAL AGENTS.

322 & 324 CALIFORNIA ST. } San Francisco,
302 & 304 SANSOME ST. } California.

In Consideration of Sixty Six — Dollars.

La Confiance Compagnie Anonyme d' Assurances contre l'Incendie

Does by these presents cause Harvey Boone

and his legal representatives to be assured against Loss or Damage by Fire to the amount of Thirty Two Hundred & fifty — Dollars.

$397.50 — on his fire proof brick building, situate in rear of his frame store building on the North west Corner of Green & main St. Bodie. Mono Co Cal @ 2¼% and

$2857.50 — on his Stock of general merchandise, while Contained therein @ 2%

$12250 — Concurrent Insurance in all premiums

Special reference being had to the application of the insured on file in this office, which is hereby made a part of this Policy, and a warranty by the insured.

Amount, $ 3250 — Rate, Various Time, 1 Year Premium, $ 66

AND THE SAID COMPANY hereby agrees to make good unto the said assured, his executors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the 21 day of Oct one thousand eight hundred and 82 at twelve o'clock at noon, to the 21 day of Oct one thousand eight hundred and 83 at twelve o'clock at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after the proofs of the same required by the Company shall have been made by the assured and received at this Office, and the loss shall have been ascertained and proved, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given notice of their intention to rebuild or repair the damaged premises.

I. VOIDS A POLICY.—If an application, survey, plan or description of the property herein insured is referred to in this Policy, such application, survey, plan or description shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation or occupancy of the property, or any omission to make known every fact material to the risk, or an over-valuation, or any misrepresentation whatever, either in a written application or otherwise; or if the assured shall have, or shall hereafter make any other insurance on the property hereby insured, or any part thereof, without the consent of the Company written hereon; or if the above-mentioned premises shall be occupied or used so as to increase the risk, or become vacant or unoccupied, and so remain for more than ten days without notice to, and consent of, this Company, in writing, or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without the consent of this Company endorsed hereon; or if it be a manufacturing establishment running in whole or in part over or extra time, or running at night, or if it shall cease to be operated, without special agreement endorsed on this Policy; or if the property be sold or transferred, or upon the passing or entry of a decree of foreclosure, or upon a sale under a deed of trust, or if the property insured be assigned under any bankrupt or insolvent law, or any change takes place in title or possession, (except in case of succession by reason of the death of the assured,) whether by legal process, or judicial decree, or voluntary transfer, or conveyance; or if this policy shall be assigned before a loss without the consent of the Company endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep, or use or permit to be kept or used on the premises, gunpowder, fireworks, nitro-glycerine, phosphorus, petroleum, naptha, gasoline, benzine, benzole or benzine varnish, or camphene, spirit gas or burning fluid or chemical oils, without written permission in this Policy; and if so kept or used on the premises by the assured without consent endorsed hereon, then, and in every such case, this Policy shall be void.

II. NOT LIABLE FOR.—This insurance does not apply to nor cover jewels, jewelry, plate, watches, musical or scientific instruments, (pianos in dwellings excepted,) ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models or curiosities, unless particularly specified in this Policy, and not for an amount exceeding the actual cost of same, unless by special agreement in Policy. This Company shall not be liable by virtue of this Policy, until the premium therefore be actually paid; nor for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for *Profits* on merchandise or other property, or commissions on merchandise in hands of consignees, nor for any indefinite, indirect, consequential or prospective damage whatever, nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for any loss in or on buildings unprovided with good and substantial stone or brick chimneys, the absence of which has been the cause of the fire; nor in consequence of any neglect or deviation from the laws or regulations of police, where such exist; nor for any loss caused by the explosion of gunpowder, or any explosive substance, nor by lightning, unless specifically mentioned, or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion or lightning.

III. If a building shall fall, except as the result of a fire, all insurance by this Company, on it, or its contents, shall immediately cease and determine.

IV. OF OWNERSHIP.—If the interest of the assured in the property be any other than the entire, unconditional and sole ownership in the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to the Company, and so expressed in the written part of this Policy, otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage are not insured under this Policy, unless specially mentioned.

V. OF HAZARDS.—If, during this insurance, the above-mentioned premises shall be used for any trade, business or vocation, or for storing, using or vending therein any of the articles, goods or merchandise denominated hazardous or extra hazardous, or specially hazardous; or if the occupation of such premises be changed from one of the class denominated extra hazardous or specially hazardous to that of another of the same class, except as herein specially agreed to in writing upon this Policy; then, and from thenceforth, so long as the same shall be so appropriated, applied or used, this policy shall cease and be of no force or effect.

VI. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured. The use of general terms, or anything less than a distinct, specific agreement, clearly expressed and indorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

VII. OF OTHER INSURANCE.—In case of any other insurance, upon the property hereby insured, whether made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed that in case of the assured holding any other Policy in this or any other Company on the property insured subject to the conditions of average, this Policy shall be subject to average in like manner.

VIII. MAY BE TERMINATED.—The insurance may be terminated at any time at the request of the assured, in which case the Company shall retain only the customary short rates for the time the Policy has been in force. The insurance may also be terminated any time at the option of the Company, on giving notice to that effect, and refunding a ratable portion of the premium for the unexpired term of the Policy.

IX. OF BROKERS AND AGENTS.—It is a part of this contract that any person, other than the assured, who may have procured this insurance to be taken by this Company, shall be deemed to be the agent of the assured named in this Policy, and not of this Company under any circumstances whatever, or in any transaction relating to the insurance.

X. PROCEEDINGS IN CASE OF LOSS.—When a fire has occurred, injuring the property herein described, the assured shall use all practicable means to save and protect the same; and shall give immediate notice of the loss in writing, to this Company. When personal property is damaged, the assured shall forthwith cause it to be put in good order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory of the whole thereof, including property claimed to be totally destroyed, to be made and furnished to this Company, naming the quantity, quality and cost of each article. If the loss sustained be upon a building, fixtures or machinery, the assured shall, if required, furnish duly verified plans and specifications of such property destroyed or damaged. The assured shall, whenever and as often as called upon, exhibit to any person or persons named by this Company, all that remains of the said property, damaged or not damaged, for examination.

2. The amount of sound value and of damage to the property, whether the destruction of same be total or partial, may be determined by mutual agreement between the Company and the assured; or, failing to agree, the same shall then, at the written request of either party, be ascertained by an appraisal of each article of personal property, or by an estimate in detail of a building, by competent and impartial appraisers, one to be selected by each party, and the two so chosen shall first select an umpire to act with them in case of their disagreement; and, if the said appraisers fail to agree, they shall refer the differences to such umpire; and the award of any two, in writing, under oath, shall be binding and conclusive as to the amount of such loss or damage, but shall not decide as to the validity of the contract or any other question except the amount of such loss or damage. Each party shall pay their own appraisers and one-half the umpire's fee. It shall be optional with this Company to take the whole or any part of the articles at their appraised value; and also to repair, rebuild or replace the property lost or damaged, or any portion thereof, with other of like kind and quality within a reasonable time, giving notice of their intention so to do within thirty days after completion of the proofs herein required.

3. A particular statement of the loss shall be rendered to the Company, as soon after the fire as possible, signed and sworn to by the assured, stating such knowledge or information as the insured has been able to obtain as to the time, origin and circumstances of the fire; also stating the exact nature of the title and interest of the assured and of all others in the property herein described, all incumbrances thereon and the cash value thereof, the amount of loss or damage, all other insurance, whether valid or not, covering any of said property, and a copy of the written parts of all policies; any changes in the title, use, occupation, location, possession or exposures of said property that may have occurred since the issuing of the policy; how, by whom and for what purpose, the building herein described and the several parts thereof were occupied at the time of the fire; and shall, if required, furnish a certificate under the hand and seal of the chief of the fire department or other officer having charge of the investigation of fires (if said property is situate within the jurisdiction of any such officer, and if not, then under the hand and seal of a magistrate nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured) stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has honestly sustained loss on the property herein described to the amount to which such officer shall certify.

4. The assured, his, her or their agents and employees, shall whenever required, submit to an examination or examinations under oath by any person appointed by this Company, and subscribe to such examinations when reduced to writing; and shall also, as often as required, produce their books of account and other vouchers, and exhibit the same for examination, either at the office of this Company or such other place as may be named by its agent, and permit extracts and copies thereof to be made; the assured shall also furnish certified copies of all bills and invoices of the property, the originals of which cannot be produced.

5. Any fraud or attempt at fraud, or any misrepresentation in any statement touching the loss, or any false swearing on the part of the assured or his agent, or employees, in any examination or in the proofs of loss or otherwise, shall cause a forfeiture of all claim on this Company under this Policy; and in such case this Company shall have the right at any time to require the same to be delivered up to be cancelled.

6. This Company shall not be liable for a greater proportion of any loss sustained by the assured upon any property described in this Policy than the sum hereby insured thereon bears to the whole sum insured thereon, whether such other insurance be by policies specific or otherwise, or whether prior or subsequent to this insurance, or whether such other insurance be valid or not, and without reference to the solvency of other insurance companies. In the event of partially non-concurrent insurance, then to determine the liability of this it shall be assumed that all policies other than specific shall contribute with specific policies in the proportion that the loss on the property included in each item of the specific policies bears to the total loss for which the more general policies are liable. The adjusted claim under this Policy shall be due and payable sixty days after the full completion by the assured of all the requirements herein contained.

7. When property insured under this Policy is damaged by removal from a building exposed to loss by fire, such damage shall be borne by the insured and the insurers, in such proportion as the whole sum insured bears to the whole value of the property insured, of which proof in due form required by this Policy, shall be made by the claimant so insured.

8. When this Company shall claim that the fire was caused by an act or omission of any person, town or corporation, which created a cause of action, the party to whom the loss is payable under this Policy shall, on receiving payment, assign to the Company such cause of Action.

9. Re-insurance, in case of loss, shall be settled in proportion as the sum re-insured shall bear to the whole sum specified in the contract or contracts of the re-insured companies.

XI. LIMITATION TO SUITS.—It is furthermore expressly provided, and mutually agreed, that no suit or action against this Company, for the recovery of any claim by virtue of this Policy shall be sustainable in any Court of Law or Chancery, until after full compliance by the assured with all the foregoing requirements, and an award shall have been obtained, fixing the amount of such claim in the manner above provided; nor unless such suit or action shall be commenced within twelve months after the loss shall occur; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

☞ THE USE OF KEROSENE OIL, when of the standard of 120 degrees Fahr. quality, for lights only in stores and dwellings, is permitted, provided the same shall be drawn, and the lamps filled and trimmed by daylight only, and without the use of artificial light.

☞ GAS.—The generating or evaporating within the building or contiguous thereto of any substance for a burning gas, or the use of gasoline for lighting, is prohibited under square feet or this Policy, unless permitted in writing hereon.

☞ FRESCOED WORK, or Gilding on walls or ceilings, is not covered by insurance on the building, but may be separately insured.

☞ FENCES AND OTHER YARD FIXTURES, also Store Furniture and Fixtures, also Plate Glass Doors and Windows, or Mirrors, when the Plates are of the dimensions of three more, are not insured under this Policy, unless separately and specially mentioned.

☞ BUILDERS' RISK.—The working of carpenters, roofers, tinsmiths, gas-fitters, plumbers or other mechanics, in building, altering or repairing the premises named in this Policy, will vitiate the same, unless permission for such works be endorsed in writing hereon, except in dwelling houses only, where five days are allowed in any one year for incidental repairs, without notice or endorsement.

This Policy is made and accepted on the above express conditions; and in witness whereof, the undersigned, being duly authorized hereunto, for and on behalf of the **La Confiance Compagnie Anonyme d' Assurances contre l' Incendie** have subscribed their names to these presents at San Francisco, this 20 day of Oct 188 2

Hutchinson & Mann General Agents.

Agency at
Stewart

No. 196639

GIRARD
Fire Insurance Co.
OF THE CITY OF
PHILADELPHIA,
PENN.ª
Chartered 1853.

Harry Boone

Boaie Cal

Amount Insured $1500

Premium $30.50

Expenses $

Expires 21 day of Oct 1883

HUTCHINSON & DUNN,
GENERAL
INSURANCE AGENTS,
322 & 324 California St.,
San Francisco, Cal.

RECEIPT FOR RETURN PREMIUM.

Agency at 18

In consideration of ..... Dollars,
Return Premium, receipt of which is hereby acknowledged, this Policy is canceled and surrendered to the Company.

..... Assured.

	Yr.	Mo.	Day.
Date of Cancellation,			
" Policy,			
Time in force,			

Prem. paid, $.....
" earned at.....rate, ...
" returned assured, $.....

CLASSES OF HAZARDS.

The following CLASSES OF HAZARDS *are given, defining the terms used in the written and printed portion of this Policy.*

FIRST CLASS.

ALL BUILDINGS used as Stores or Warehouses are privileged to contain any of the articles enumerated in this class.

NOT HAZARDOUS.

The following wholesale stocks of MERCHANDISE may be insured at 5 cents per $100 in addition to the rate of the building.

Carpets,
Dry Goods, foreign and domestic, exclusively in unbroken and unopened Packages,

Coffee,
Flour,
Provisions,
Rice,

Spices,
Sugars,
Furs and Peltries in unbroken packages,

Grocers' Stocks, (not to embrace stocks mainly of Liquors,)
Hides and Sole Leather, (if average clause 20 per cent. off,)
Teas,

Threshed grain,
Tobacco, plug and twist, in boxes or kegs, (wholesale,) *a.*
Whalebone.
a. See Extra Hazardous.

HAZARDOUS — No. 1.

The following stocks of MERCHANDISE are charged 15 cents per $100 more than the building, but do not increase the rate of the building or its other contents.

Bristles and Hair Cloth, (wholesale,)
Boots and Shoes (wholesale) including India rubber boots and shoes,
Billiard Rooms,
Carpets, (retail,)
Carriage Trimmings,
Carriages and Sleighs,

Corsets (wholesale stocks of,)
Clothing, (wholesale,) ready-made,
Cordage,
Cotton Yarn,
Dry Goods, (wholesale,)
Fruits, (wholesale,)
Floor Matting,

Furs, (unpacked,)
Glass, (window, in boxes,)
Gunny Cloth and Gunny Bags,
Hardware, (staple,) in packages,
Hats and Caps, (wholesale,) without manufacturing,
Hatters' Furs,

Hops, in bales,
Indigo,
Iron ware, stoves, tin ware and Hollow ware, (wholesale,)
Leather, Morocco and Findings,
Nails,

Paper, in reams and straw boards,
Paper Hangings, (wholesale,)
Pins,
Sewing Machines, (stocks of,)
Saddlery and Harness,
Salt,
Trunks, (stocks of.)

EXTRA HAZARDOUS — No. 1.

The following stocks of MERCHANDISE are charged 25 cents per $100 more than the building, but do not increase the rate of the building or its other contents.

Artificial Flowers,
Artists' Materials,
Band Boxes, (stocks of,)
Books,
Boots and Shoes, (retail,)
Brushes,
Cabinet ware, without manufacturing, repairing, upholstering or varnishing,
China, Earthen or Glassware, unpacked,
Clothing, ready-made, (retail,)
Confectionery without manufacturing,
Corks,
Dress Trimmings,

Dry Goods, (retail,)
Feathers,
Fancy Goods, (wholesale and retail.)
Fishing Tackle,
Fringes,
Fringe Making, (by hand power,)
Fruits, retail,
Furs, unpacked,
Gentlemen's furnishing goods, wholesale and retail,
Gimps, (stocks of,)
Glass, window or plate, unpacked,
Glassware, unpacked, looking glasses, unpacked.
Hardware and Cutlery,

Hats and Caps, (retail,) without manufacturing,
Hoop skirts, and hoop skirt materials, no manufacturing,
House furnishing goods. (retail,)
Iron goods, ornamental, japanned and bronzed,
Iron, (hoop, sheet and rod,)
Jewelers' and Watchmakers stocks,
Kid Gloves, (stocks of,)
Liquor and Lager Beer Saloons,
Ladies and children's furnishing goods,
Laces and embroideries, (wholesale,)
Lamps, without camphene, burning fluid, spirit gas or kerosene,

Metals, in bars, pig and tin plate,
Military goods,
Millinery goods, (wholesale and retail,)
Merchant Tailors' stocks,
Needles,
Optical and mathematical instruments,
Paper hangings, (retail,)
Paper Collars,
Perfumery,
Precious stones,
Piano-fortes, (in warerooms,)
Porter Houses,
Sheet Iron and Copper ware, (retail,)
Shirt manufactories, (without laundry,)
Silver and plated ware,

Stationery,
Stoves, (retail,)
Straw goods, (wholesale and retail,)
Tailors' Trimmings,
Tin and hollow ware, (retail,)
Tobacco, leaf and cut, cigars and snuff, (wholesale and retail,)
Teas, Coffee and Spices, (retail,)
Umbrellas and Parasols, (wholesale and retail, with privilege to put together and finish by hand only,)
Watchmakers' tools,
Watches, in packages as imported,
Worsteds and fancy wools,
Yankee notions.

SECOND CLASS.

ALL BUILDINGS containing any of the articles of Merchandise enumerated in this class *above hazardous*, or in which any trade or occupation mentioned is carried on, must pay an additional premium corresponding to the rate charged for the merchandise, trade, or occupation as classified and enumerated.

HAZARDOUS — No. 2.

The following TRADES, OCCUPATIONS, AND MERCHANDISE are charged 15 cents per $100 more than the building, and require a corresponding rate upon all its contents.

Card printing, (by hand power,)
Drugs, dry, in packages, (importers' stocks of,)
Flax, in bales,
Flocks,

Grocers' stocks, (retail,)
Gum Copal,
Gum Shellac,
Gutta Percha,
Hemp, in bales,

India rubber,
Manilla grass, in bales,
Mens' straw hats and caps, (stocks of,)
Oakum, in bales,
Oil, (fish and vegetable.)

Oil Cloths, (stocks of,)
Paints ground in oil,
Pot, Pearl and Soda ashes,
Sail making,
Sisal grass, in bales,

Sulphur,
Tallow,
Whisky, Wines and Liquors, in casks and packages, (stocks of,)
Wool.

EXTRA HAZARDOUS — No. 2.

The following ARTICLES OF MERCHANDISE subject the building and its contents to an increased charge.

Agricultural implements, including seedsmen's stocks,
Alcohol,
Apothecaries' stocks,
Asphaltum,
Brush makers' stocks, [rubber,
Car springs of gutta percha or India
China, earthen or glassware, with privilege of packing or unpacking.

Cotton Batts and Wadding, (stocks of,)
Daguerrotype and Photographic stocks,
Essential oils,
Gas fixtures,
Gutta percha goods, (except boots and shoes,)
Hay and straw, in bales,

India rubber goods, (stocks of,) except boots and shoes,
Liquors, in glass, unpacked,
Looking glasses, with privilege of packing or unpacking,
Matches on sale, (stocks of,)
Painters' stocks,
Paper boxes, (stocks of,)

Pawnbrokers' stocks,
Percussion caps,
Piano-fortes in warerooms,
Pitch,
Pocket-book makers' stock,
Rags, in bales,
Resin,
Ship chandlery,
Silversmiths' stocks,

Spirits of Turpentine,
Tar,
Teas, coffee and spices, (retail stocks of,)
Tow, in bales,
Turpentine,
Upholsterers' stocks,
Varnish,
Wine, in glass, unpacked.

EXTRA HAZARDOUS — No. 3.

The following TRADES AND OCCUPATIONS subject the building and its contents to an increased charge.

Auction stores,
Bag making, (cloth,) by hand power,
Bakeries with ovens outside the building, and using coal only.
Blacksmiths' shops,
Block and pump making,
Boot and shoe manufacturing, by hand power only,

Bottling cellars,
Carving, (by hand power,)
Cooper Shops, (for strapping only,)
Copper-plate printing,
Corset making,
Daguerrotyping and Photographic establishments,
Eating Houses,

Electro-plating,
Furs, cutting and sewing, without fire heat,
Gas fitting,
Gilding,
Gun repairing,
Hoop skirt manufacturing by hand, without fire heat,

Hat, straw, grass or chip,) bleaching,
Lithographers,
Map mounting and varnishing,
Picture-frame joining,
Plumbing and pewtering,
Rectifying liquors by cold process only,

Refectories,
Restaurants,
Saddlery and harness manufacturing,
Taverns,
Tin or sheet iron, or copper working.

SPECIALLY HAZARDOUS.

The following TRADES, OCCUPATIONS, AND MERCHANDISE add to the rate of the building and its contents 50 cents and upwards per $100, and to be covered must be specially written in the Policy.

Acids, nitric, sulphuric, muriatic and other corrosive acids,
Bakeries, ovens using wood or shavings
Bookbinders,
Boot and shoe manufactories, (with fire heat,)
Box repairing,
Breweries,
Brush and Bellows manufactories,
Burning fluid,
Cabinet making, and stocks of cabinet ware, (with privilege to varnish, repair and upholster,)
Camphene on sale,
Carving,
Coffee and Spice mills,
Confectionery manufactories,
Cooper shops,
Cotton brokers' samples,

Cotton presses,
Cotton in bales,
Cotton, loose,
Cotton, unpacked,
Drug stores, with privilege of compounding,
Druggists' stocks, (wholesale,)
Ether,
Fireworks,
Flax, unpacked,
Fur, silk, or wool hat finishing, (with use of fire heat to steam and block the bodies,)
Gold pen making,
Gas Fixtures Manufactory,
Hat and cap manufacturing and finishing,
Hemp, unpacked,
Hoop skirt manufactories by machinery

Houses being built, altered or repaired,
Japanning,
Jewelry manufactories,
Jewelry case making,
Junk shops,
Lamp manufactories,
Lampsellers' stocks, (with privilege of keeping camphene, or kerosene,)
Laundries,
Lime, unslacked, (stocks of,)
Livery stables,
Lumber Yards,
Manilla, unpacked,
Mungo,
Musical instruments, manufactories or stocks of,
Nitrate of soda,
Oiled Clothing, (stocks of,)
Oils, resin and similar,

Packing buildings and yards,
Paper Bag manufactories,
Paper-box and band-box making,
Perfumery manufactories,
Pictures and prints,
Pocket-book making,
Printing of books and job printing,
Printed music,
Provisions in process of being smoked,
Rag stores,
Rags and Paper stocks
Saltpetre,
Sisal Grass, unpacked,
Segar manufactories,
Shoddy,
Silversmiths' manufactories,
Smoke-houses,
Spirit gas making or selling,
Stave yards,

Steam boilers in use,
Stove manufactories,
Theatres and other places of public exhibition,
Tobacco manufactories,
Tow, unpacked,
Toys, (shopkeepers' stocks of,)
Trunk making,
Type or stereotype foundries,
Umbrella manufactories,
Upholstery manufactories,
Window shade painting,
Wood and Willow ware and baskets, (stocks of,)
Wool waste, and all mills, workshops and manufacturing establishments, and all trades and occupations not above enumerated as hazardous or extra hazardous.

The Girard Fire Insurance Company hereby consent that the interest of.....

in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to.....

.....

.....18 .....Agent.

FOR VALUE RECEIVED,.....hereby transfer, assign, and set over unto.....

and.....assigns, all.....title and interest in this Policy, and all advantage to be derived therefrom.

WITNESS.....hand and seal this.....day of.....18

SEALED AND DELIVERED IN PRESENCE OF

.....[*L. S.*]

The Girard Fire Insurance Company hereby consent that the interest of.....

in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to.....

.....

.....18 .....Agent.

FOR VALUE RECEIVED, ...hereby transfer, assign, and set over unto.....

and.....assigns, all.....title and interest in this Policy, and all advantage to be derived therefrom

WITNESS.....hand and seal this.....day of.....18

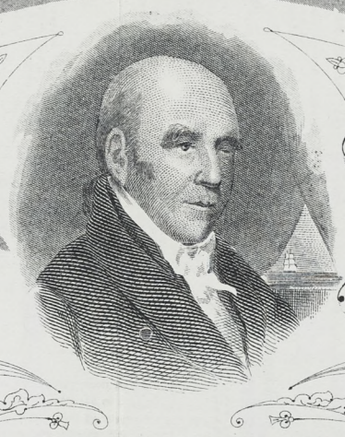
SEALED AND DELIVERED IN PRESENCE OF

.....[*L. S.*]

No. 196639

$1500—

GIRARD
Fire and Marine Insurance Co.
OF PHILADELPHIA.



OFFICE, 639 CHESTNUT ST.

THIS COMPANY, IN CONSIDERATION OF Thirty & 50/100 Dollars

Do Insure Harvey Boone Against Loss or Damage by Fire

to the Amount of Fifteen Hundred Dollars To Wit:

$183.75 on his fire proof brick building Situate in rear of his frame Store building on the North west corner of Green & main Sts. Boaz Mills Co. Cal @ 2 1/4

$1316.25 on his Stock of general merchandise while contained therein @ 2%

$1325.00 Concurrent Insurance in all permitted

And the Girard Fire and Marine Insurance Company do hereby agree to make good unto the said assured his Executors, Administrators and Assigns, all such immediate loss or damage, not exceeding in amount the sums insured, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property above specified, from the 24 day of Oct one thousand eight hundred and 83 at 12 o'clock at noon to the 24 day of Oct one thousand eight hundred and 83 at 12 o'clock at noon, the amount of loss or damage to be estimated at a sum not exceeding the actual cash value of the property at the time of the loss, and to be paid sixty days after notice, proof, and adjustment thereof, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company have given notice of their intention to rebuild or repair the damaged premises.

1. If an application, survey, plan, or description of the property herein insured is referred to in this Policy, such application, survey, plan, or description shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation, or occupancy of the property, or any omission to make known every fact material to the risk, or an over-valuation, or any misrepresentation whatever, either in a written application or otherwise; or if the above-mentioned premises shall be occupied or used so as to increase the risk, or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without the assent of this Company endorsed hereon; or if it be a manufacturing establishment running in whole or in part over or extrahours, or running at night, without special agreement endorsed on this Policy; or if the property be sold or transferred, or any change takes place in title or possession, whether by legal process or judicial decree, or voluntary transfer or conveyance; or if this Policy shall be assigned before a loss, without the consent of the Company endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep gunpowder, fireworks, nitro-glycerine, phosphorus, saltpetre, nitrate of soda, petroleum, naphtha, gasoline, benzine, benzole or benzine varnish, or keep or use camphene, spirit-gas, or any burning fluid or chemical oils, without written permission in this Policy; then, and in every such case, this Policy shall be void.

2. This insurance does not apply to or cover jewels, plate, watches, musical or scientific instruments, piano-fortes, ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models or curiosities, unless particularly specified in this Policy. This Company shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefor be actually paid; nor for loss by theft before, at, or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for any loss in or on buildings unprovided with good and substantial stone or brick chimneys; nor in consequence of any neglect or deviation from the laws or regulations of police where such exist; nor for any loss caused by the explosion of gunpowder, camphene, or any explosive substance; nor by lightning or explosion of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion or lightning; nor for damage caused by an earthquake, or wind, or hurricane; nor to goods in Show Windows, where the fire originates from the lights in said windows; nor for loss or damage caused by removal of property from a building, except it be proved that such removal was necessary to preserve the property, in which case the damage shall be borne by the assured and the Company, in proportion as the sum hereby insured bears to the whole value of the property insured. Looking glasses and Plate Glass over three feet square, Wall Paper and Bordering over fifty cents per piece, Decorative Painting, Stucco Work, and Fancy Flooring, over the cost of plain painting, plastering and flooring, are not included in this Policy, unless specified.

3. If a building shall fall, except as the result of a fire, all insurance by this Company on it or its contents shall immediately cease and determine. If the premises are not occupied, at the time of effecting this insurance, or if vacated during its continuance, for the purpose of changing tenants, or otherwise, unless made known to this Company, and endorsed hereon, this Policy shall be void.

4. If the interest of the assured in the property be any other than the entire, unconditional, and sole ownership of the property, for the use and benefit of the assured; or if the building insured stands on leased ground, it must be so represented to the Company, and so expressed in the written part of this Policy, otherwise the Policy shall be void. When property has been sold and delivered, or is otherwise disposed of, so that all interest or liability on the part of the assured herein named for loss thereon by fire or otherwise has ceased, this insurance on such property shall immediately terminate.

5. If during this insurance the above-mentioned premises shall be used for any trade, business or vocation, or for storing, using or vending therein any of the articles, goods, or merchandise denominated hazardous, or extra hazardous, or specially hazardous, in the second class of hazards printed on the back of this Policy; or if the occupation of such premises be changed from one of the class denominated extra hazardous or specially hazardous to that of another of the same class, except as herein specially agreed to in writing upon this Policy; then, and from thenceforth, so long as the same shall be so appropriated, applied, or used, this Policy shall cease and be of no force or effect.

6. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured.

The use of general terms, or anything less than a distinct, specific agreement, clearly expressed, and endorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

7. Unless notice of all other insurance upon property hereby insured shall forthwith be given by the assured, and endorsed upon this Policy, or otherwise acknowledged in writing by the Company, this Policy shall be void. This Company shall be liable only for such ratable proportion of the loss or damage happening to the subject insured, as the amount insured by this Company shall bear to the whole amount insured thereon, without reference to the dates of the different Policies, or their validity, or the solvency of the Underwriters; (and the amount to be paid shall not in the aggregate exceed the amount insured by this Policy.) Other insurance, noticed in the body of this Policy, shall be held as being in force, until the notice of its discontinuance be endorsed hereon. Each building must be separately insured; and in like manner, a separate sum insured on the property contained in each.

Property held in trust or on commission must be insured as such. Goods on storage must be separately and specifically insured, otherwise this Policy shall not cover such property or goods.

NOTE.—*By "property held in trust," is intended property held under a deed of trust, or under the appointment of a court of law, or property held as collateral security; in which latter case this Company shall be liable only to the extent of the interest of the assured in such property.*

Re-insurance in case of loss to be settled in proportion as the sum re-insured shall bear to the whole sum covered by the re-insured Company.

8. This insurance may be terminated at any time at the request of the assured, in which case the Company shall retain the customary short rates for the time the Policy has been in force. This insurance may also be terminated at any time at the option of the Company, on giving notice to that effect, and refunding a ratable proportion of the premium for the unexpired term of the Policy.

9. Persons sustaining loss or damage by fire shall forthwith give notice of said loss to the Company, and as soon after as possible render a particular account of such loss, signed and sworn to by them, stating whether any and what other insurance has been made on the same property, giving copies of the written portion of all Policies thereon, also the actual cash value of the property and their interest therein, for what purpose and by whom the building insured, or containing the property insured, and the several parts thereof, were used at the time of the loss, when and how the fire originated, and shall also produce a certificate under the hand and seal of a Magistrate or Notary Public (nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured), stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has, without fraud, sustained loss on the property insured, to the amount which such Magistrate or Notary Public shall certify. The assured shall, if required, submit to an examination or examinations, under oath, by any person appointed by the Company, and subscribe thereto when reduced to writing, and shall also produce their books of account and other vouchers, and exhibit the same for examination at the office of the Company, and permit extracts and copies thereof to be made; the assured shall also produce certified copies of all bills and invoices, the originals of which have been lost, and shall exhibit all that remains of the property which was covered by this Policy, damaged or not damaged, for examination, to any person or persons named by the Company.

When personal property is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory to be made and furnished to the Company, of the whole, naming the quantity, quality, and cost of each article. The damage to property not totally destroyed, unless the amount of said damage is agreed upon between the assured and this Company, shall be ascertained by appraisal of each article by competent persons (not interested in the loss as creditors or otherwise, nor related to the assured,) to be appointed by the assured and the Company; their report, in writing, to be made under oath before any magistrate or other properly commissioned person, one half of the appraisers' fees to be paid by the assured. The Company reserves the right to take the whole or any part of the articles at their appraised value; and until such proofs, declarations, and certificates are produced, and examinations and appraisals permitted by the claimant, the loss shall not be payable.

The cash value of property destroyed or damaged by fire shall in no case exceed what would be the cost to the assured at the time of the fire, of replacing the same; and in case of the depreciation of such property, from use or otherwise, a suitable deduction from the cash cost of replacing shall be made, to ascertain the actual cash value. And where buildings cannot be repaired (as under the Fire Limit ordinance), the Company shall be liable for the amount only that would have replaced or repaired the same, had not such ordinance been in existence.

In case of loss on property held in trust or on commission, or if the interest of the assured be other than the entire or sole ownership, the names of the respective owners shall be set forth, together with their respective interests therein. If this Policy is made payable, in case of loss, to a third party, or held as collateral security, the proofs of loss shall be made by the party originally insured. All fraud, or attempt at fraud, by false swearing or otherwise, shall cause a forfeiture of all claim on this Company under this Policy.

In case differences shall arise touching any loss or damage, after proof thereof has been received in due form, the matter may, at the written request of either party, be submitted to impartial arbitrators, whose award, in writing, shall be binding on the parties to the amount of such loss or damage, but shall not decide the liability of the Company under this Policy.

No repairs or alterations in the premises shall be made after the fire until notice is given to the Company, and they have had an opportunity to view and examine the same.

This Company reserves the right to replace, repair, or rebuild any building destroyed or damaged, and as a part of the preliminary proofs of loss, the assured shall, if required, furnish plans and specifications of the buildings destroyed, and the assured shall permit this Company to take possession of the premises for the purpose of making said repairs, or for rebuilding the property burned, provided this Company elect so to do.

The Cash Value of property destroyed or damaged by fire shall in no case exceed what would be the cost to the assured at the time of the fire of replacing the same, and in case of the depreciation of such property, from use or otherwise, a suitable deduction from the cash cost of replacing shall be made, to ascertain the actual cash value at the time of the fire.

10. This insurance (the risk not being changed) may be continued for such further time as shall be agreed on, provided the premium therefor is paid and endorsed on this Policy, or a receipt given for the same, and it shall be considered as continued under the original representation, and for the original amounts and divisions, unless otherwise specified in writing; but in case there shall have been any change in the risk, either within itself or by neighboring buildings, not made known to the Company by the assured at the time of renewal, this Policy and renewal shall be void.

11. It is a part of this contract, that any person other than the assured who may have procured this insurance to be taken by this Company, shall be deemed to be the agent of the assured named in this Policy, and not of this Company under any circumstances whatever, or in any transaction relating to this insurance, unless he or they hold a certificate of appointment, signed by the officers, and bearing the seal of the Company.

12. No assignment of this Policy shall be valid, unless notice thereof be immediately given to the Company, and said assignment be approved by the endorsement and approval of the President or Secretary, prior to any loss. The Company reserves the right to approve the transfer or not. And in case of loss, the assured shall assign to this Company all his right to recover satisfaction therefor from any other person or corporation, with a power of attorney to sue for and recover the same at the expense of this Company. And if insured as a mortgagee, or on other interest not absolute, he or they shall assign to this Company the mortgages upon the premises insured, or other instrument of title or security, together with the debt or payment secured thereby, or so much thereof as will be sufficient to pay said loss. And a refusal to execute such assignment shall discharge this Company from all liability under this contract.

13. It is furthermore hereby provided and mutually agreed, that no suit or action against this Company for the recovery of any claim by virtue of this Policy, shall be sustainable in any court of Law or Chancery, until an award shall have been obtained fixing the amount of such claim in manner herein above provided, nor unless such suit or action shall be commenced within six months next ensuing after the loss shall occur; and should any suit or action be commenced against this Company, after the expiration of the aforesaid six months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

☞FENCES AND OTHER YARD FIXTURES, STORE FURNITURE and FIXTURES, PLATE GLASS doors and windows, (when the plates are of the dimensions of nine square feet or more) and FRESCOED WORK, or gilding on walls or ceilings, are not covered by insurance on the building, but must be separately and specifically insured.

☞BUILDERS' RISK.—The working of carpenters, roofers, tinsmiths, gas-fitters, plumbers, or other mechanics in building, altering or repairing the premises named in this Policy, will vitiate the same, unless permission for such work be endorsed in writing thereon, *except in dwelling houses*, where five days are allowed for incidental repairs.

☞GAS.—The generating or evaporating within the building, or contiguous thereto, of any substance for a burning gas, is prohibited under this Policy, unless permitted in writing hereon.

☞**And it is hereby mutually understood and agreed** by and between this Company and the assured, that this Policy is made and accepted in reference to the foregoing terms and conditions, and to the classes of hazards and memoranda printed on the back of this Policy, which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto in all cases not herein otherwise specially provided for in writing, and that no condition, stipulation, covenant, or clause hereinbefore contained, shall be altered, annulled, or waived, or any clause added to these presents, except by writing endorsed hereon, or annexed hereto, by the President or Secretary, with their signatures affixed thereto.

In Witness Whereof, The Girard Fire and Marine Insurance Company of the City of Philadelphia have caused these PRESENTS to be signed by their PRESIDENT, and attested by their SECRETARY, in the City of PHILADELPHIA, this 24 day of Oct in the year of our Lord one thousand eight hundred and 83

☞*This Policy is not binding until countersigned by* Hutchinson Mann at San Francisco

ATTESTED,

D. B. Allen
Act. Sec'y.

Hutchinson & Mann
Agent.

Alfred J. Gillett
President.

Stewart

FIRE POLICY.

No 6366

THE TEUTONIA
Insurance Company,
NEW ORLEANS, LA.

Name, Harvey Boone

Location, Boaz Cal

Sum Insured. - - $ 1500

Premium, - - - $ 30.45

Expires on the 21 day of Oct 18 83

Please read the conditions and the Policy carefully, and, if incorrect, return it immediately for alteration.

HUTCHINSON & MANN,

GENERAL AGENTS,

N. E. Cor. CALIFORNIA AND SANSOME STS., SAN FRANCISCO.

THE TEUTONIA INSURANCE COMPANY hereby consents that the interest of .....
.....in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to .....
.....18..... .....Agent.

FOR VALUE RECEIVED, ...hereby transfer, assign and set over unto .....
and .....assigns, all .....title and interest in this Policy, and all advantage to be derived therefrom.
Sealed and delivered in presence of .....SEAL.
.....
.....18.....

THE TEUTONIA INSURANCE COMPANY hereby consents that the interest of .....
.....in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to .....
.....18..... .....Agent.

FOR VALUE RECEIVED, ...hereby transfer, assign and set over unto .....
and .....assigns, all .....title and interest in this Policy, and all advantage to be derived therefrom.
Sealed and delivered in the presence of .....SEAL.
.....
.....18.....

☞If this Policy is cancelled, the following receipt is to be filled up and signed by the insured.

.....18.....

In Consideration of .....Dollars.

Return Premium, the receipt of which is hereby acknowledged, this Policy is cancelled and surrendered to THE TEUTONIA INSURANCE COMPANY.

.....Assured.

THE TEUTONIA INSURANCE COMPANY,

OF NEW ORLEANS, LA.

Home Office: No. 35 Camp Street, New Orleans.

Paid-up Capital, - - - - - $250,000.

Officers.

WM. B. SCHMIDT, President. *F. RICKERT, Vice-President.*

ALBERT P. NOLL, Secretary.

Board of Trustees.

H. BUDDIG,
J. B. CAMORS,
JOS. DREYFUS,
M. FRANK,
E. FRANK,
R. FROTSCHER,
F. FISHER,
H. R. GOGREVE,
S. GUMBEL,
A. J. GOMILA,
S. HYMAN,
JULIUS KEIFFER,
J. H. KELLER,
HY. LOCHTE,
C. H. MILLER,
PHILIP MEYER,
JOHN NELSON,
FRANK RODER,
J. E. RENGSTORFF,
F. RICKERT,
WM. B. SCHMIDT,
H. SCHULZE,
LOUIS SCHWARZ,
X. WEISSENBACH.

HUTCHINSON & MANN,

GENERAL AGENTS,

N. E. COR. CALIFORNIA AND SANSOME STS., SAN FRANCISCO.

J. H. WARNER 81 JOHN ST. N.Y.

TEUTONIA INSURANCE COMPANY OF NEW ORLEANS.

No. 6366

$1300

FULL PAID CAPITAL $250,000.

In Consideration of Thirty & 45/100 Dollars

THE TEUTONIA INSURANCE COMPANY

Does by these presents cause Harvey Boone and his legal representatives to be assured against Loss or Damage by Fire to the amount of Fifteen Hundred Dollars

$183.75 — on his fire proof brick building Situate in rear of his frame store building on the North west Corner of Green & Main Sts Boise Mem & Cal — @ 2½%

$1316.25 — on his Stock of general merchandise while contained therein — @ 2½%

$1225 — Concurrent Insurance is to be permitted

Special reference being had to the application of the insured on file in this office, which is hereby made a part of this Policy, and a warranty by the insured.

Amount, $ 1500. Rate, Various Time, 1 Year Premium, $ 30.45

AND THE SAID COMPANY hereby agrees to make good unto the said assured, his executors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the 21 day of Oct one thousand eight hundred and 83 at twelve o'clock at noon, to the 21 day of Oct one thousand eight hundred and 83 at twelve o'clock at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after the proofs of the same required by the Company shall have been made by the assured and received at this Office, and the loss shall have been ascertained and proved, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given notice of their intention to rebuild or repair the damaged premises.

I. VOIDS A POLICY.—If an application, survey, plan or description of the property herein insured is referred to in this Policy, such application, survey, plan or description, shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation or occupancy of the property, or any omission to make known every fact material to the risk, or an over-valuation, or any misrepresentation whatever, either in a written application or otherwise; or if the assured shall have, or shall hereafter make any other insurance on the property hereby insured, or any part thereof, without the consent of the Company written hereon; or if the above-mentioned premises shall be occupied or used so as to increase the risk, or become vacant or unoccupied, and so remain for more than ten days without notice to, and consent of, this Company in writing; or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without the consent of this Company endorsed hereon; or if it be a manufacturing establishment running in whole or in part over or extra time, or running at night, or if it shall cease to be operated, without special agreement endorsed on this Policy; or if the property be sold or transferred, or upon the passing or entry of a decree of foreclosure, or upon a sale under a deed of trust, or if the property insured be assigned under any bankrupt or insolvent law, or any change take place in title or possession (except in case of succession by reason of the death of the assured), whether by legal process, or judicial decree, or voluntary transfer, or conveyance; or if this policy shall be assigned before a loss without the consent of the Company endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep, or use, or permit to be kept or used on the premises, gunpowder, fireworks, nitro-glycerine, phosphorus, petroleum, naphtha, gasoline, benzine, benzole or benzine varnish, or camphene, spirit gas or burning fluid or chemical oils, without written permission in this Policy; and if so kept or used on the premises by the assured, without consent endorsed hereon, then, and in every such case, this Policy shall be void.

II. NOT LIABLE FOR.—This insurance does not apply to nor cover jewels, jewelry, plate, watches, musical or scientific instruments (pianos in dwellings excepted), ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models or curiosities, unless particularly specified in this Policy, and not for an amount exceeding the actual cost of the same, unless by special agreement in Policy. This Company shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefor be actually paid; nor for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for *Profits* on merchandise or other property, or commissions on merchandise in hands of consignees, nor for any indefinite, indirect, consequential or prospective damages whatever, nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for any loss in or on buildings unprovided with good and substantial stone or brick chimneys, the absence of which has been the cause of the fire; nor in consequence of any neglect or deviation from the laws or regulations of police, where such exist; nor for any loss caused by the explosion of gunpowder, or any explosive substance; nor by lightning, unless specifically mentioned, or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion or lightning.

III. If a building shall fall, except as the result of a fire, all insurance by this Company on it or its contents shall immediately cease and determine.

IV. OF OWNERSHIP.—If the interest of the assured in the property be any other than the entire, unconditional and sole ownership in the property; for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to the Company, and so expressed in the written part of this Policy; otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage are not insured under this Policy, unless specially mentioned.

V. OF HAZARDS.—If, during this insurance, the above-mentioned premises shall be used for any trade, business or vocation, or for storing, using or vending therein any of the articles, goods or merchandise denominated hazardous or extra hazardous, or specially hazardous; or if the occupation of such premises be changed from one of the class denominated extra hazardous or specially hazardous to that of another of the same class, except as herein specially agreed to in writing upon this Policy; then, and from thenceforth, so long as the same shall be appropriated, applied or used, this policy shall cease and be of no force or effect.

VI. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured. The use of general terms, or anything less than a distinct, specific agreement, clearly expressed and endorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

VII. OF OTHER INSURANCE.—In case of any other insurance upon the property hereby insured, whether made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed that in case of the assured holding any other Policy in this or any other Company on the property insured subject to the conditions of average, this Policy shall be subject to average in like manner.

Re-insurance, in case of loss, to be settled in proportion as the sum re-insured shall bear to the whole sum covered by the re-insured Company.

When property insured under this Policy is damaged by removal from a building exposed to loss by fire, such damage shall be borne by the insured and the insurers, in such proportion as the whole sum insured bears to the whole value of the property insured, of which proof in due form required by this Policy shall be made by the claimant so insured.

VIII. MAY BE TERMINATED.—The insurance may be terminated at any time at the request of the assured, in which case the Company shall retain only the customary short rates for the time the Policy has been in force. The insurance may also be terminated at any time at the option of the Company, on giving notice to that effect, and refunding a ratable portion of the premium for the unexpired term of the Policy.

IX. OF BROKERS AND AGENTS.—It is a part of this contract that any person, other than the assured, who may have procured this insurance to be taken by this Company, shall be deemed to be the agent of the assured named in this Policy, and not of this Company under any circumstances whatever, or in any transaction relating to the insurance.

X. PROCEEDINGS IN CASE OF LOSS.—1. When a fire has occurred, injuring the property herein described, the assured shall use all practicable means to save and protect the same; and shall give immediate notice of the loss in writing, to this Company. When personal property is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory of the whole thereof, including property claimed to be totally destroyed, to be made and furnished to this Company, naming the quantity, quality and cost of each article. If the loss sustained be upon a building, fixtures or machinery, the assured shall, if required, furnish duly verified plans and specifications of such property destroyed or damaged. The assured shall, whenever and as often as called upon, exhibit to any person or persons named by this Company, all that remains of the said property, damaged or not damaged, for examination.

2. The amount of sound value and of damage to the property, whether the destruction of same be total or partial, may be determined by mutual agreement between the Company and the assured; or, failing to agree, the same shall then, at the written request of their party, be ascertained by an appraisal of each article of personal property, or by an estimate in detail of a building, by competent and impartial appraisers, one to be selected by each party, and the two so chosen shall first select an umpire to act with them in case of their disagreement; and, if the said appraisers fail to agree, they shall refer the differences to such umpire: and the award of any two, in writing, under oath, shall be binding and conclusive as to the amount of such loss or damage, but shall not decide as to the validity of the contract or any other question except the amount of such loss or damage. Each party shall pay their own appraisers and one-half the umpire's fee. It shall be optional with this Company to take the whole or any part of the articles at their appraised value; and also to repair, rebuild or replace the property lost or damaged with other of like kind and quality within a reasonable time, giving notice of their intentions so to do within thirty days after completion of the proofs herein required.

3. A particular statement of the loss shall be rendered to the Company, as soon after the fire as possible, signed and sworn to by the assured, stating such knowledge or information as the assured has been able to obtain as to the time, origin and circumstances of the fire; also stating the exact nature of the title and interest of the assured and of all others in the property herein described, all incumbrances thereon and the cash value thereof, the amount of loss or damage, all other insurance, whether valid or not, covering any of said property, and a copy of the written parts of all policies; any changes in the title, use, occupation, location, possession or exposures of said property that may have occurred since the issuing of the policy; how, by whom and for what purpose, the building herein described and the several parts thereof were occupied at the time of the fire; and shall, if required, furnish a certificate under the hand and seal of the chief of the fire department or other officer having charge of the investigation of fires (if said property is situate within the jurisdiction of any such officer, and if not, then under the hand and seal of a magistrate nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured) stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has honestly sustained loss on the property herein described to the amount which such officer shall certify.

4. The assured, his, her or their agents or servants, shall whenever required, submit to an examination or examinations under oath by any person appointed by this Company, and subscribe to such examinations when reduced to writing; and shall also, as often as required, produce their books of account and other vouchers, and exhibit the same for examination, either at the office of this Company or such other place as may be named by its agent, and permit extracts and copies thereof to be made; the assured shall also furnish certified copies of all bills and invoices of the property, the originals of which cannot be produced.

5. Any fraud or attempt at fraud, or any misrepresentation in any statement touching the loss, or any false swearing on the part of the assured or his agent, in any examination, or in the proofs of loss or otherwise, shall cause a forfeiture of all claim on this Company under this Policy; and in such case this Company shall have the right at any time to require the same to be delivered up to be canceled.

6. This Company shall not be liable for a greater proportion of any loss sustained by the assured upon any property described in this Policy than the sum hereby insured thereon bears to the whole sum insured thereon, whether such other insurance be by policies specific or otherwise, or whether prior or subsequent to this insurance, or whether such other insurance be valid or not, and without reference to the solvency of other insurance companies. In the event of partially non-concurrent insurance, then to determine the liability of this it shall be assumed that all policies other than specific shall contribute with specific policies in the proportion that the loss on the property included in each item of the specific policies bears to the total loss for which the more general policies are liable. The adjusted claim under this Policy shall be due and payable sixty days after the full completion by the assured of all the requirements herein contained.

7. Re-Insurance, in case of loss, shall be settled in proportion as the sum re-insured shall bear to the whole sum specified in the contract or contracts of the re-insured companies.

8. When this Company shall claim that the fire was caused by an act or omission of any person, town or corporation, which created a cause of action, the party to whom the loss is payable under this Policy shall, on receiving payment, assign to the Company such cause of action.

9. It is hereby expressly provided that no suit or action against this Company for the recovery of any claim by virtue of this Policy, shall be sustainable in any Court of Law or Equity, until after full compliance by the assured with all the foregoing requirements; nor unless such suit or action shall be commenced within twelve months next after the fire shall have occurred; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim.

XI. RENEWAL.—This insurance, the risk not being changed, may be continued for such further time as shall be agreed on, provided the premium therefor is paid and endorsed on this Policy, or a receipt given for the same; and it shall be considered as continued under the original representation, and for the original amounts and divisions, unless otherwise specified in writing. But in case there shall have been any change in the risk, either within itself or by neighboring buildings, not made known to the Company by the assured at the time of renewal, this Policy and renewal shall be void.

XII. LIMITATIONS TO SUITS.—It is furthermore expressly provided and mutually agreed, that no suit or action against this Company, for the recovery of any claim by virtue of this Policy shall be sustainable in any Court of Law or Chancery, until after an award shall have been obtained, fixing the amount of such claim in the manner above provided, nor unless such suit or action shall be commenced within twelve months after the loss shall occur; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

☞ THE USE OF KEROSENE OIL, when of the standard of 120 degrees Fah. quality, for lights only in stores and dwellings, is permitted, provided the same shall be drawn, and the lamps filled and trimmed by daylight only, and without the use of artificial light.

☞ GAS.—The generating or evaporating within the building or contiguous thereto of any substance for a burning gas, or the use of gasoline for lighting, is prohibited under this Policy, unless permitted in writing hereon.

☞ FRESCOED WORK, or Gilding on walls or ceilings, is not covered by insurance on the building, but may be separately insured.

☞ FENCES AND OTHER YARD FIXTURES, also Store Furniture and Fixtures, also Plate Glass Doors and Windows, when the Plates are of the dimensions of three square feet or more, are not insured under this Policy, unless separately and specially mentioned.

☞ BUILDERS' RISK.—The working of carpenters, roofers, tinsmiths, gas-fitters, plumbers, or other mechanics, in building, altering or repairing the premises named in this Policy, will vitiate the same unless permission for such works be endorsed in writing hereon, except in dwelling houses only, where five days are allowed in any one year for incidental repairs, without notice or endorsement.

AND IT IS HEREBY UNDERSTOOD AND AGREED by and between this Company and the assured, that this Policy is made and accepted in reference to the foregoing terms and conditions, which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

IN WITNESS WHEREOF, THE TEUTONIA INSURANCE COMPANY, of New Orleans, have caused these Presents to be signed by their President and attested by their Secretary, in the City of New Orleans; but the same shall not be binding unless countersigned by the duly authorized Agents of said Company, at San Francisco, California.

Albert P. Voll *Secretary.*

F. Richard *President.*

COUNTERSIGNED at SAN FRANCISCO, CALIFORNIA, this 20 day of Oct 1883

Shotwell Mann & Young *General Agents.*

THE FIRE INSURANCE ASSOCIATION (LIMITED), hereby consents that the interest of .....

.....in the within Policy, subject to all the terms and conditions therein men-

tioned and referred to, be assigned to .....

.....188

.....Agent.

FOR FULL VALUE RECEIVED, ...hereby transfer, assign and set over unto.....

and.....assigns, all.....title and interest in this policy, and all advantage to be derived therefrom.

Sealed and delivered in presence of

.....

.....188

.....SEAL.

THE FIRE INSURANCE ASSOCIATION (LIMITED), hereby consents that the interest of .....

.....in the within Policy, subject to all the terms and conditions therein men-

tioned and referred to, be assigned to.....

.....188

.....Agent.

FOR VALUE RECEIVED, ...hereby transfer, assign and set over unto.....

and.....assigns, all.....title and interest in this policy, and all advantage to be derived therefrom.

Sealed and delivered in presence of

.....

.....188

.....SEAL.

☞ If this Policy is cancelled, the following receipt is to be filled up and signed by the assured.

.....188

.....DOLLARS,

IN CONSIDERATION OF .....

Return Premium, the receipt of which is hereby acknowledged, this Policy is cancelled and surrendered to THE FIRE INSURANCE ASSOCIATION (LIMITED).

.....Assured.

Stewart Bodie

FIRE POLICY.

No. 406210

THE FIRE INSURANCE ASSOCIATION (LIMITED), LONDON, ENGLAND.

Name, Harvey Boone

Location, Bodie, Cala

Sum Insured, - - $ 7000-

Premium, - - - $ Ho. Gr

Expires on the 21 day of Oct 1883

Please read the conditions and the policy carefully, and, if incorrect, return it immediately for alteration.

HUTCHINSON & MANN,

GENERAL AGENTS,

N. E. COR. CALIFORNIA AND SANSOME STS., SAN FRANCISCO.

THE FIRE INSURANCE ASSOCIATION,

(LIMITED,)

Head Office, 158 Leadenhall Street, London.

Capital, $5,000,000. Subscribed, $2,500,000.

Chairman, - - - - - - COL. KINGSCOTE, C. B., M. P.
Deputy Chairman, - - - SIR THOMAS DAKEN, Alderman.
General Manager, - - - W. P. CLIREHUGH.

DIRECTORS:

HON. EVELYN ASHLEY, M. P.
CHARLES ROBERT BESLEY (Besleys & Wilson).
ABEL CHAPMAN (Barton & Co.)
ALFRED CRAMPTON (Copestake, Hughes, Crampton & Co.)
R. N. FOWLER, M. P., Alderman (Dimsdale, Fowler, Barnard & Co.)
HENRY A. ISAACS (M. Isaacs & Son).
JOHN J. KINGSFORD (Kingsford & Lay).
SAM. MENDEL.
JOHN TEMPLETON MORGAN (Middleton, Son & Co.)
ROBERT BARCLAY REYNOLDS (Lathbury & Co.)
SAMUEL GURNEY SHEPPARD (Sheppards, Pelley & Alcard).

HUTCHINSON & MANN,

GENERAL AGENTS,

N. E. COR. CALIFORNIA AND SANSOME STS., SAN FRANCISCO.

Policy No. 406210

Sum Insured $7000.-

THE FIRE Insurance Association LIMITED OF LONDON.

CAPITAL, FIVE MILLION DOLLARS

SUBSCRIBED CAPITAL, TWO AND A HALF MILLION DOLLARS

HOME OFFICE 158 LEADENHALL ST. LONDON. ENGLAND.

HUTCHINSON AND MANN, GENERAL AGENTS, DEPARTMENT OF THE PACIFIC. N.E. CORNER CALIFORNIA AND SANSOME STS.

In Consideration of Forty 60/100 **Dollars.**

THE FIRE INSURANCE ASSOCIATION, (LIMITED) OF LONDON.

Does by these presents cause Harvey Boone and his legal representatives to be assured against Loss or Damage by Fire to the amount of Two Thousand Dollars.

$745.- On his fire proof brick building situate in rear of his frame store building on the north West corner of Green + Main Streets, Bodie, Mono Co, Cal @ 1 1/4% ann

$1755.- On his stock of general merchandise while contained therein @ 2%.

$17750.- Concurrent Insurance permitted.-

Special reference being had to the application of the insured on file in this office, which is hereby made a part of this Policy, and a warranty by the insured.

Amount, $7000.- *Rate,* various *Time,* 1 year *Premium,* $140.00

AND THE SAID ASSOCIATION hereby agrees to make good unto the said assured, his executors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the 21 day of May one thousand eight hundred and 83 at twelve o'clock at noon, to the 21 day of Oct one thousand eight hundred and 83 at twelve o'clock at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after the proofs of the same required by the Association shall have been made by the assured and received at this Office, and the loss shall have been ascertained and proved, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Association shall have given notice of their intention to rebuild or repair the damaged premises.

I. VOIDS A POLICY.—If an application, survey, plan or description of the property herein insured is referred to in this Policy, such application, survey, plan or description shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation or occupancy of the property, or any omission to make known every fact material to the risk, or an over-valuation, or any misrepresentation whatever, either in a written application or otherwise; or if the assured shall have, or shall hereafter make any other insurance on the property hereby insured, or any part thereof, without the consent of the Association written hereon; or if the above-mentioned premises shall be occupied or used so as to increase the risk, or become vacant or unoccupied, and so remain for more than ten days without notice to, and consent of, this Association in writing; or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without special association endorsed hereon; or if it be a manufacturing establishment running in whole or in part over or extra time, or running at night, or if it shall cease to be operated, without special agreement endorsed on this Policy; or if the property be sold or transferred, or upon the passing or entry of a decree of foreclosure, or upon a sale under a deed of trust, or if the property insured be assigned under any bankrupt or insolvent law, or any change take place in title or possession, (except in case of succession by reason of the death of the assured,) whether by legal process, or judicial decree, or voluntary transfer, or conveyance; or if this policy shall be assigned before a loss without the consent of the Association endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep, or use or permit to be kept or used on the premises, gunpowder, fireworks, nitro-glycerine, phosphorus, petroleum, naptha, gasoline, benzine, benzole or benzine varnish, or camphine, spirit gas or burning fluid or chemical oils, without written permission in this Policy; and if so kept or used on the premises by the assured, without consent endorsed hereon, then, and in every such case, this Policy shall be void.

II. NOT LIABLE FOR.—This insurance does not apply to or cover jewels, jewelry, plate, watches, musical or scientific instruments, (pianos in dwellings excepted,) ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models or curiosities, unless particularly specified in this Policy, and not for an amount exceeding the actual cost of same, unless by special agreement in Policy. This Association shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefor be actually paid; nor for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for *Profits* on merchandise or other property, or commissions on merchandise in hands of consignees, nor for any indefinite, indirect, consequential or prospective damages whatever, nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for any loss or deviation from the laws or unprovided with good and substantial stone or brick chimneys, the absence of which has been the cause of the fire; nor in consequence of any neglect or deviation from the laws or regulations of police, where such exist; nor for any loss caused by the explosion of gunpowder, or any explosive substance; nor by lightning, unless specifically mentioned, or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion or lightning.

III. If a building shall fall, except as the result of a fire, all insurance by this Association on it or its contents, shall immediately cease and determine.

IV. OF OWNERSHIP.—If the interest of the assured in the property be any other than the entire, unconditional and sole ownership in the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to the Association and so expressed in the written part of this Policy; otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage are not insured under this Policy, unless specially mentioned.

V. OF HAZARDS.—If, during this insurance, the above-mentioned premises shall be used for any trade, business or vocation, or for storing, using or vending therein any of the articles, goods or merchandise denominated hazardous or extra hazardous, or specially hazardous; or if the occupation of such premises be changed from one of the class denominated extra hazardous or specially hazardous to that of another of the same class, except as herein specially agreed to in writing upon this Policy; then, and from thenceforth, so long as the same shall be so appropriated, applied or used, this policy shall cease and be of no force or effect.

VI. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Association will not be liable for damage caused by such failure; and there can be no abandonment to the Association of the property insured. The use of general terms, or anything less than a distinct, specific agreement, clearly expressed and endorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

VII. OF OTHER INSURANCE.—In case of any other insurance upon the property hereby insured, whether made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of this Association no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed that in case of the assured holding any other Policy in this or any other Association on the property insured subject to the conditions of average, this Policy shall be subject to average in like manner.

Re-insurance, in case of loss, to be settled in proportion as the sum re-insured shall bear to the whole sum covered by the re-insured Association.

When property insured under this Policy is damaged by removal from a building exposed to loss by fire, such damage shall be borne by the insured and the insurers, in such proportion as the whole sum insured bears to the whole value of the property insured, of which proof in due form required by this Policy shall be made by the claimant so insured.

VIII. MAY BE TERMINATED.—The insurance may be terminated at any time at the request of the assured, in which case the Association shall retain only the customary short rates for the time the Policy has been in force. The insurance may also be terminated at any time at the option of the Association, on giving notice to that effect, and refunding a ratable portion of the premium for the unexpired term of the Policy.

IX. OF BROKERS AND AGENTS.—It is a part of this contract that any person, other than the assured, who may have procured this insurance to be taken by this Association, shall be deemed to be the agent of the assured named in this Policy, and not of this Association under any circumstances whatever, or in any transaction relating to the insurance.

X. PROCEEDINGS IN CASE OF LOSS.—1. When a fire has occurred, injuring the property herein described, the assured shall forthwith cause it to be put in order, the same; and shall give immediate notice of the loss in writing, to this Association. When personal property is damaged, the assured shall use all practicable means to save and protect assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory of the whole thereof, including property claimed to be totally destroyed, to be made and furnished to this Association, naming the quantity, quality and cost of each article. If the loss sustained be upon a building, fixtures or machinery, the assured shall, if required, furnish duly verified plans and specifications of such property destroyed or damaged. The assured shall, whenever and as often as called upon, exhibit to any person or persons named by this Association, all that remains of the said property, damaged or not damaged, for examination.

2. The amount of sound value and of damage to the property, whether the destruction of same be total or partial, may be determined by mutual agreement between the Association and the assured; or, failing to agree, the same shall then, at the written request of either party, be ascertained by an appraisal of each article of personal property, or by an estimate in detail of a building, by competent and impartial appraisers, one to be selected by each party, and the two so chosen shall first select an umpire to act with them in case of their disagreement; and, if the said appraisers fail to agree, they shall refer the differences to such umpire; and the award of any two, in writing, under oath, shall be binding and conclusive as to the amount of such loss or damage, but shall not decide as to the validity of the contract or any other question except the amount of such loss or damage. Each party shall pay their own appraisers and one-half the umpire's fee. It shall be optional with this Association to take the whole or any part of the articles at their appraised value; and also to repair, rebuild or replace the property lost or damaged with other of like kind and quality within a reasonable time, giving notice of their intention so to do within thirty days after completion of the proofs herein required.

3. A particular statement of the loss shall be rendered to the association, as soon after the fire as possible, signed and sworn to by the assured, stating such knowledge or information as the insured has been able to obtain as to the time, origin and circumstances of the fire; also stating the exact nature of the title and interest of the assured and of all others in the property herein described, all incumbrances thereon and the cash value thereof, the amount of loss or damage, all other insurance, whether valid or not, covering any of said property, and a copy of the written parts of all policies; any changes in the title, use, occupation, location, possession or exposures of said property that may have occurred since the issuing of the policy; how, by whom and for what purpose, the building herein described and the several parts thereof were occupied at the time of the fire; shall, if required, furnish a certificate under the hand and seal of the chief of the fire department or other officer having charge of the investigation of fires (if said property is situate within the jurisdiction of any such officer, and if not, then under the hand and seal of a magistrate nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured) stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has honestly sustained loss on the property herein described to the amount to which such officer shall certify.

4. The assured, his, her or their agents or servants, shall whenever required, submit to an examination or examinations under oath by any person appointed by this Association, and subscribe to such examinations when reduced to writing; and shall also, as often as required, produce their books of account and other vouchers, and exhibit the same for examination, either at the office of this Association or such other place as may be named by its agent, and permit extracts and copies thereof to be made; the assured shall also furnish certified copies of all bills and invoices of the property, the originals of which cannot be produced.

5. Any fraud or attempt at fraud, or any misrepresentation in any statement touching the loss, or any false swearing on the part of the assured or his agent, in any examination or in the proofs of loss or otherwise, shall cause a forfeiture of all claim on this Association under this Policy; and in such case this Association shall have the right at any time to require the same to be delivered up to be cancelled.

6. This Association shall not be liable for a greater proportion of any loss sustained by the assured upon any property described in this Policy than the sum hereby insured thereon bears to the whole sum insured thereon, whether such other insurance be by policies specified or otherwise, or whether prior or subsequent to this insurance, or whether such other insurance be valid or not, and without reference to the solvency of other insurance companies. In the event of partially non-concurrent insurance, then to determine the liability of this it shall be assumed that all policies other than specific shall contribute with specific policies in the proportion that the loss on the property included in each item of the specific policies bears to the total loss for which the more general policies are liable. The adjusted claim under this Policy shall be due and payable sixty days after the full completion by the assured of all the requirements herein contained.

7. Re-insurance, in case of loss, shall be settled in proportion as the sum re-insured shall bear to the whole sum specified in the contract or contracts of the re-insured companies.

8. When this Association shall claim that the fire was caused by an act or omission of any person, town or corporation, which created a cause of action, the party to whom the loss is payable under this Policy shall, on receiving payment, assign to the Association such cause of Action.

9. It is hereby expressly provided that no suit or action against this Association for the recovery of any claim by virtue of this Policy, shall be sustainable in any Court of Law or Equity, until after full compliance by the assured with all the foregoing requirements; nor unless such suit or action shall be commenced within twelve months next after the fire shall have occured; and should any suit or action be commenced against this Association after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim.

XI. RENEWAL.—This insurance, the risk not being changed, may be continued for such further time as shall be agreed on, provided the premium therefor is paid and endorsed on this Policy, or a receipt given for the same, and it shall be considered as continued under the original representation, and for the original amounts and divisions, unless otherwise specified in writing. But in case there shall have been any change in the risk, either within itself or by neighboring buildings, not made known to the Association by the assured at the time of renewal, this Policy and renewal shall be void.

XII. LIMITATIONS TO SUITS.—It is furthermore expressly provided and mutually agreed, that no suit or action against this Association for the recovery of any claim by virtue of this Policy shall be sustainable in any Court of Law or Chancery, until after an award shall have been obtained, fixing the amount of such claim in the manner above provided, nor unless such suit or action shall be commenced within twelve months after the loss shall occur; and should any suit or action be commenced against this Association after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

☞ THE USE OF KEROSENE OIL, when of the standard of 120 degrees Fahr. quality, for lights only in stores and dwellings, is permitted, provided the same shall be drawn, and the lamps filled and trimmed by daylight only, and without the use of artificial light.

☞ GAS.—The generating or evaporating within the building or contiguous thereto of any substance for a burning gas, or the use of gasoline for lighting, is prohibited under this Policy, unless permitted in writing hereon.

☞ FRESCOED WORK, or Gilding on walls or ceilings, is not covered by insurance on the building, but may be separately insured.

☞ FENCES AND OTHER YARD FIXTURES, also Store Furniture and Fixtures, also Plate Glass Doors and Windows, when the Plates are of the dimensions of three square feet or more, are not insured under this Policy, unless separately and specially mentioned.

☞ BUILDERS' RISK.—The working of carpenters, roofers, tinsmiths, gas-fitters, plumbers, or other mechanics, in building, altering or repairing the premises named in this Policy, will vitiate the same, unless permission for such works be endorsed in writing hereon, except in dwelling houses only, where five days are allowed in any one year for incidental repairs, without notice or endorsement.

AND IT IS HEREBY UNDERSTOOD AND AGREED by and between this Association and the assured, that this Policy is made and accepted in reference to the foregoing terms and conditions, which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing. But this Policy shall not be valid, or of any force or effect, until countersigned by the duly authorized and commissioned Agent of the said THE FIRE INSURANCE ASSOCIATION, LIMITED, for San Francisco Cal.

IN WITNESS WHEREOF, the signature of the General Agents of the said Company in San Francisco, California, hath been hereunto affixed.

Hutchinson & Mann

General Agents.

C. I. HUTCHINSON. H. R. MANN.

Hutchinson & Mann,

GENERAL INSURANCE AGENCY,

322 & 324 CALIFORNIA ST.
AND
302 SANSOME ST.

STENOGRAPHIC LETTER.

SAN FRANCISCO DEC, 19TH, 1881.

MR A.B.STEWART, AGT,

BODIE CAL,

DEAR SIR;

YOUR POSTAL OF 14TH, INST, DULY TO HAND. YOU CAN ENDORSE ON THE POLICIES OF ~~WOOD~~ Boone & WRIGHT, PERMIT FOR THEM TO KEEP 20 CASES OF COAL OIL IN THEIR STORE, AND ADVISE US OF YOUR ACTION ON ONE OF OUR REGULAR ENDORSEMENT SLIPS.

YOURS VERY TRULY,

GEN'L AGENTS.

SAN FRANCISCO DEC. 15TH. 1881.

MR A.E.STEWART. AGT.

BODIE CAL.

DEAR SIR:

YOUR POSTAL OF 14TH. INST. DULY TO HAND. YOU CAN

ENDORSE ON THE POLICIES OF WOOD & WRIGHT. PERMIT FOR THEM TO KEEP 20

GASES OF COAL OIL IN THEIR STORE. AND ADVISE US OF YOUR ACTION ON ONE OF

OUR REGULAR ENDORSEMENT BLANKS.

YOURS VERY TRULY

GEN'L AGENTS.